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	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,092 0
30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
50	147 0	276 10	*636 10	*1,136 0
60	197 10	372 0	*836 10

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In the cases marked * the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

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The Solicitors' Journal and Reporter.

LONDON, APRIL 13, 1889.

CURRENT TOPICS.

ALL THE OFFICES in the Royal Courts of Justice will be closed from Friday, the 19th, to Tuesday, the 23rd instant, both days inclusive. This is the only occasion during the year on which all the offices are closed for five consecutive days.

FROM THE VACATION NOTICE, which we print in another column, it will be seen that Mr. Justice A. L. SMITH will take the first portion of the vacation, and Mr. Justice DENMAN will act as Vacation Judge from April 25.

THE MOVEMENT, to which we referred last week, initiated by some

leading solicitors for entertaining the Attorney-General has, we understand, met with extensive support. Upwards of four thousand solicitors have intimated their approval of the proposed demonstration. We believe that about 400 solicitors have expressed their desire to be present at the dinner, while about the same number, who will be unable to attend, have guaranteed contributions to a large amount. The date of the dinner has been definitely fixed for Wednesday, the 29th of May, but the place at which it will take place has not, we understand, been finally decided. Mr. G. B. GREGORY, a member of the Council of the Incorporated Law Society, who for many years represented East Sussex in Parliament, will, it is stated, take the chair.

THE COUNCIL of the Incorporated Law Society have issued an enlarged edition of their observations on the Land Transfer Bill, containing, not merely their preliminary observations, but a full discussion of the leading provisions of the Bill. The appendix contains a useful synopsis of the principal differences between the Bill of 1888 and that of the present year; and a statement of the principal changes suggested by the council. The first of these changes is, "That the measure should not, in the first instance at all events, be compulsory, but should be open to all who desire to take advantage of it." We must be permitted to say that the words in italics are worthy of the "question of policy" suggestion of last year. Either compulsion is a good thing or it is a bad thing. If it is a good thing it ought to be applied at once; if it is a bad thing it ought never to be applied. No good can be done by "wobbling" about this vital question. The Associated Provincial Law Societies have pledged themselves to make every effort in opposition to the compulsion clauses, and we trust that the Council of the Incorporated Law Society will see their way to a similar course.

WE BELIEVE we are correct in saying that there is no precedent for the banquet which it is proposed to give to the Attorney-General as an expression of the "confidence, respect, and esteem" in which he is held by solicitors. The answer to this, we presume, is that there have never before occurred such violent attacks in the press, on the platform, and in the House of Commons, on the professional honour of the leader of the bar. The necessity for explaining the special circumstances justifying the departure from all previous practice is, we take it, the reason for certain references in the circular issued with regard to the demonstration, which seem in some quarters to have excited considerable irritation. We believe that the statement in the circular that the movement is not intended to be political is *bonâ fide*. The Attorney-General has, during a career of over twenty years at the bar, earned high respect and esteem, and something more—namely, strong personal liking. Men may and do think differently as to certain recent events, and it would be manifestly improper to pledge solicitors as a body to any expression of opinion with regard to conduct which cannot yet be fully discussed. The Attorney-General himself would, we imagine, be the last person to desire or assent to any expression of this kind, and it may be taken that he is fully satisfied that no such expression is intended. But, without giving any judgment on recent events, is there any reason why solicitors should not testify their esteem for a man who is probably more generally popular than any preceding holder of his office? The meaning of the banquet, as we understand it, is this—"We say nothing about events which are still before the Commission, but we do say that in our intercourse with the Attorney-General we have found him, not merely a skilful and powerful advocate, but an honourable and straightforward practitioner, and a peculiarly genial and kindly man; and we think that a time when he is virulently attacked is the right time for the expression of this opinion."

IT IS, OF COURSE, a well-established rule of law, embodied in the familiar legal maxim *nullum tempus occurrit regi*, that lapse of time does not bar the right of the Crown. Neither negligence nor laches can be imputed to the Sovereign, who, according to an ancient and fundamental principle of our Constitution, can do no wrong. The rule of law in question has, however, been to some extent modified by statute. Thus, lapse of time is now a bar to

certain criminal prosecutions, while acts of adverse possession exercised over land may, after sixty years, confer an indefeasible title, even as against the Crown (9 Geo. 3, c. 16). Still further modifications of this rule are, however, undoubtedly required, as its operation often entails various hardships and anomalies of which the public are the victims. To take a case of ordinary occurrence, we believe it not unfrequently happens that, many years after the estate of a deceased person has been wound up, when the solicitors who, some fifty or sixty years before, managed the case are dead and gone, and when the assets have been distributed, the Inland Revenue Department prefers a claim, on behalf of the Crown, to duties which are represented to be outstanding and unsatisfied, accompanied by a demand for immediate payment of the sums alleged to be due. The person receiving an official intimation of this character is usually taken quite by surprise, and, if a layman, most probably at once employs a solicitor to investigate the claim made, a process which, after a long interval of time, when rebutting evidence is not easily obtainable, must of necessity often be of an extremely arduous character. Whatever may be the result of such investigation, whether to substantiate or disprove the claim preferred, costs are necessarily incurred, which in no case, however, will the Crown defray, any application for payment thereof being invariably met by the stereotyped official reply that there are no funds available for that purpose. Moreover, we have reason to believe that even when the Inland Revenue Department has, by letter, affirmed, for the satisfaction of persons beneficially entitled, and at the request of the solicitor to the deceased's estate, that all duties have been paid, it is a fact that claims for alleged unpaid duties have nevertheless subsequently been made, such a letter as the one above referred to affording no protection whatever and being absolutely valueless. The negligence and *laches* exhibited by the Inland Revenue Department in the collection of duties are calculated to render the position of persons who have the misfortune to be executors, administrators, or sureties to administration bonds very embarrassing, and may often unduly prolong the winding up of estates of deceased persons, and indefinitely postpone the complete distribution of their property. The remedy for the anomalous state of things above referred to would seem to be the passing of a short Act of Parliament extending the provisions of existing Statutes of Limitation to claims of the Crown. The popularity of such a measure would, we feel convinced, be surpassed only by its justice, for it can scarcely be deemed right that the public should be thus victimized merely because the Inland Revenue Department performs its duties in a manner so alipshod and unbusinesslike. Mr. G. B. GREGORY raised the question last year in a letter to the *Times*. We hope it will not be allowed to drop.

WE REPORT elsewhere a case of *James Lewis & Sons v. Commissioners of Inland Revenue*, which appears to have been considered too trivial or too dry for notice in the after-dinner reading furnished by the *Times* under the head of law reports, but which shews that the Board of Inland Revenue is becoming aware of the loss of stamp duty which arises from the various devices adopted for the transfer of property to the numerous so-called "private companies" which have been formed in recent years. There are, as is well known, two modes adopted for the conversion of businesses into these companies. According to the first method, the partners and a few friends, making up the requisite seven persons, register a memorandum and articles under the Companies Act, and when the company is incorporated, an agreement is executed for the sale of the concern and assets of the partnership to the company, and either a conveyance is executed or the agreement is rested on. Another plan, devised by a well-known practitioner at the equity bar, is for the partners to execute a deed in the form of memorandum and articles constituting themselves an unincorporated company, undertaking thereby to bring into the joint stock the assets of the business, and then, after a few shares have been transferred, so as to constitute the requisite number of seven persons, the assets are assigned to the unincorporated company, and registration is then effected under the Companies Act. The object of this plan is to avoid the stamp duty on the conveyance or assignment to the company of the assets of the partnership. The conveyance or assignment made to the unincorporated company, it is contended, is not "a conveyance on sale" within the Stamp Act, 1870; it is a conveyance pursuant to the provision in the partnership agree-

ment, and therefore is chargeable with 10s. only as a "conveyance or transfer of any kind not hereinbefore described." And upon the registration of the company the property, under section 193 of the Companies Act, vests in the registered company without any conveyance. We presume that the company in the recent case was one of these private companies, although the fact is not stated in the report, and it is to be observed that part of the purchase-money was to be paid in cash, instead of all being taken in shares. The first of the above-mentioned modes appears to have been adopted, and an agreement had been executed by the partners and the registered private company for the sale to the company of the business, outstanding debts, and machinery at £80,000, that sum to be paid partly in cash and partly in paid-up shares. This agreement was stamped with a 10s. stamp, and was presented by the company for adjudication. The board adjudicated a duty of £337 10s., and also a further 10s., contending that the agreement was "a conveyance or transfer on sale," inasmuch as it operated in equity as a conveyance; the Stamp Act, 1870 (section 70), defining "conveyance" as including every instrument "whereby property is legally or equitably transferred to or vested in the purchaser." We presume (though there is no statement to that effect in the report or judgments) that this contention was based on the fact that the company were to be entitled to possession of the business and property under the agreement as from the 1st of January, 1888, although the purchase was not to be completed until the 1st of July, 1888, and that it was assumed that the agreement was to be rested upon, and no assignment actually executed. There does not seem to have been any express stipulation in the agreement for the execution of an assignment, though it was provided that the company should pay all costs "of any assurances and acts required for the completion of the purchase." It would have been too absurd to contend that an ordinary agreement for sale was liable to duty as a conveyance, in face of the express legislative provision which was considered necessary to compel an agreement for a lease to be stamped as a lease. The court held that the agreement did not operate as a transfer, either legal or equitable, of the property comprised in it, but only gave the company a right to have an assignment executed if the conditions precedent were fulfilled on the day appointed for completion. The only conditions precedent appear to have consisted of the payments and allotments to the vendors stipulated for by the agreement, and we imagine that after those have been fulfilled it will be a somewhat different question whether the agreement for sale, bearing a 10s. stamp only, can be admitted in evidence to prove the company's title to the property.

IN THE CASE of *Re Dean* (reported elsewhere) a curious question came before Mr. Justice NORTH as to the validity of a trust for the maintenance of a testator's horses and dogs. For this purpose an annuity of £750, charged on real estate, was given to the trustees, and they were to apply so much as they thought proper, without liability to account, to the support of the animals as long as any of them survived. It was argued that the trust was invalid, on the ground that there were no *cestui que trust* who could enforce it, and in *Lewin on Trusts* it is laid down (p. 106) that "a trust must be for the benefit of some person or persons." But the passage continues, "If this ingredient be wanting, as in a trust for keeping up family tombs, the trust is void," and herein lies so much truth as the rule contains. On referring to the cases quoted in support of it, it appears that they are all cases of trusts for family tombs without any limit of time, and they were consequently held bad as tending to a perpetuity, and not for the want of a *cestui que trust*. The case of animals being the beneficiaries is not altogether new, as a similar bequest was made in *Mitford v. Reynold's* (16 Sim. 105), but there it was allowed to pass without remark, the case turning upon other points in the will, and the decree directed a certain sum of money to be set aside to the separate account of the testator's horses. In spite of the want of argument, Mr. Justice NORTH relied upon this as a precedent, and though the decision may lead to curious results, it must now be taken that the existence of a human *cestui que trust* is not necessary to the validity of a trust.

Mr. Gill has introduced a Bill to amend the law for regulating the admission of law clerks into the profession of solicitors in Ireland.

THE EFFECT OF THE BILLS OF SALE ACT ON ATTORNMENT CLAUSES.

THE case of *Re Willis, Ex parte Kennedy* (36 W. R. 793, 21 Q. B. D. 384), involved a point of great importance, turning upon the construction of a most unintelligible piece of legislation. We doubt whether it would be possible to find a more glaring illustration of the absurd and discreditable obscurity sometimes resulting from our methods of legislation than is afforded by the section upon which this decision turned. The Master of the Rolls, finding that his brothers LINDLEY and LOPES, L.J.J., were agreed on the construction of the section, and therefore that his view was, for the purpose of the case, immaterial, seems fairly to have given up the legislative conundrum in disgust and really pronounced no opinion upon it. We do not wonder at his doing so. The question involved was, whether the ordinary attornment clause in a mortgage of land, whereby the relation of landlord and tenant is created between the mortgagee and mortgagor, and the mortgagee obtains a power of distress as landlord as security for the payment of interest in arrear, is a bill of sale within section 6 of the Bills of Sale Act, 1878? The Court of Appeal has held that it is, and has disapproved of the *dicta* to the contrary in *Hall v. Comfort* (18 Q. B. D. 11).

The section runs as follows:—"Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance or otherwise for the purpose of such security only, shall be deemed to be a bill of sale within the meaning of this Act of any personal chattels which may be seized or taken under such power of distress, provided that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee, being in possession, shall have demised to the mortgagor as his tenant at a fair and reasonable rent."

As was pointed out by LINDLEY, L.J., it is really impossible to give full effect to all the words of the proviso to this section, and it seems almost impossible to suppose that the framer of it had any clear idea of what he meant by it. The proviso to an enactment is generally a provision making some exception from or modification of the enacting clause in respect of something that would otherwise come within the force of such enacting clause. A mortgage would not be within the enacting part of this section, unless it contained an attornment clause or agreement whereby a rent was reserved, and a power of distress given by way of security for the interest, but if it contained such an attornment clause or agreement it would clearly be, so far as such attornment clause or agreement was concerned, within the words of the enacting part of the section. The opening words of the proviso, which say that it shall not "extend to any mortgage of any estate," &c., would therefore seem to import that it is not to extend to some mortgages—i.e., some mortgage deeds—containing such an attornment clause or agreement, thereby making an exception out of the enacting part of the section. But the latter part of the proviso uses words apparently quite inconsistent with the intention indicated by the opening words, for it confines the effect of the proviso to cases where there is a demise by the mortgagee, being in possession, to the mortgagor at a fair and reasonable rent.

The construction put by the Court of Appeal upon these words, which undoubtedly seems to be the natural construction, is that they are only applicable to a case where the mortgagee, having entered into actual possession, has demised to the mortgagor. The result is that the proviso, though its opening words would seem intended to except certain mortgages which would otherwise have been included in the enacting clause, cannot apply to mortgages at all, but only to demises to the mortgagor made by a mortgagee who, after the execution of the mortgage, has entered into possession. It seems to us to admit of considerable doubt whether in any case such a demise as described in the proviso so construed could have been said to come within the enacting part of the section, and if not the proviso does not operate as an exception from or modification of the enacting clause, and would seem to have no effect; but, however this may be, it is quite clear

that full effect cannot be given to all the words of the section in their proper natural sense. We cannot help thinking that the object of the insertion of such a proviso would probably be to protect from the operation of the enacting part of the section a well-known class of transactions or instruments, such as the ordinary attornment clause in a mortgage of land. We should think that cases of a demise by the mortgagee in actual possession to the mortgagor are rare, at any rate that they could not be said to form a well-known class of transactions, such as a draftsman would have in his mind in inserting such a proviso. It was suggested for the mortgagee that the words "in possession" would be satisfied by the constructive sort of possession created by the attornment, but there is, no doubt, great difficulty in the way of that construction, for the words of the section seem to imply possession antecedent to the demise.

In the view taken by the Court of Appeal the word "mortgages" in the proviso must be read, not as meaning that the section shall not apply to certain mortgage deeds, but that it shall not apply, in the case of mortgages, to demises by the mortgagee, having taken possession, to the mortgagor. But this is very slipshod drafting. The case is another illustration of the urgent need which exists for further legislation on the subject of bills of sale.

EXECUTORS' ADVERTISEMENTS FOR CREDITORS.

THERE is not a great deal of authority as to the advertisements which must be issued by executors for creditors' claims, and it may be useful to notice the decision on this subject recently given by Mr. Justice NORTH in *Re Bracken, Doughty v. Townson* (ante, p. 350). The effect of this is in certain cases to protect executors who have confined their advertisements to local newspapers and the *London Gazette*. Previously to the Act 22 & 23 Vict. c. 35 they had, of course, no protection at all, unless they took the extreme measure of having their testator's estate administered by the court. But section 29 of that statute provided that where an executor should have given such or the like notices as the Court of Chancery would direct to be given in an administration suit, then he might safely distribute the assets without incurring liability to any creditor of whose claim he had no notice at the time of distribution. The protection afforded by this section, then, depends entirely upon what may be the practice of the court. Upon this matter the leading case is *Wood v. Weightman* (L. R. 13 Eq. 434). There the executors advertised in four of the local newspapers circulating in the neighbourhood where the testator resided, and the notices required claims to be sent in within three weeks. A claim against the testator's estate in respect of a breach of trust was made after this period had elapsed, and it was held by Lord ROMILLY, M.R., that the executors had not gained the benefit of the statute. In the course of his judgment he said:—"In this court we never allow an estate to be distributed without notice being inserted in the *London Gazette*, and generally we require an advertisement to be inserted in the *Times*. When an estate is administered of a testator in the country, the notice is also inserted in some newspaper having a local circulation in the neighbourhood. Besides, the time within which claims were required to be sent in—namely, three weeks—was too short."

This case was much relied on in *Re Bracken*, though that really came within the exception which it expressly left room for. The testator in the latter case was a small farmer in Lancashire, who had always resided in the same neighbourhood, and had been engaged in no other business than that of farming. His executors inserted advertisements in three newspapers circulating in his part of the county, and also in the *London Gazette*. The notices required creditors to send in their claims within a month from the date which they bore, and which was the 16th of September; but as the insertion of the advertisements did not take place on that day, the period allowed was, in fact, under the month. The latest insertion was that in the *London Gazette*, which took place on the 21st of September. To these advertisements three objections were taken. It was said that they should also have been inserted in one or more London daily papers of wide circulation, that they should have been inserted more than once, and that the time allowed was not sufficient. Each of these failed. As to the first, it may be noticed that Lord Romilly in *Wood v. Weightman* does not lay it down as the invariable practice

to advertise in the *Times*. The insertion in the *London Gazette* is essential, but that in the *Times* only usual. In the present case it was held that the latter advertisement was not necessary, and that, having regard to the testator's residence and employment, it was sufficient to advertise in the *London Gazette* and the local newspapers. As to the advertisements having been inserted only once, there appears to have been no hesitation in holding that this was sufficient; and, indeed, rule 45 of order 55 of the R. S. C. is express on the subject. By that it is provided that where an advertisement is required for the purpose of any proceeding at chambers, a peremptory advertisement, and only one, shall be issued, unless for any special reason it may be thought necessary to issue a second or further advertisements. And, finally, as to the period within which claims were to be sent in falling short of a month, the court decided that, while a month was the length of notice usually given, yet there was no rigid rule on the subject, and in the particular case the time allowed was sufficient.

It may be noticed that the claim was decidedly ancient; and, therefore, the judge was probably inclined to stretch the law's protection for the executor as far as possible. The testator had died in 1875, but that date by no means represented the origin of the asserted liability; this was in respect of trust property which had been realized and distributed so far back as 1847. Also the circumstances were peculiar, in that the testator never changed his place of residence or his business. Hence the decision is chiefly valuable as shewing the latitude with which the statute will, in special cases, be construed, and, of course, is not one to be relied on for guidance in ordinary cases. There is no conflict between it and the rule of practice laid down by Lord ROMILLY, and the custom of advertising in one or more leading London daily papers, as well as in the *London Gazette*, cannot safely be omitted. To these, of course, must be added local newspapers where the circumstances of the case require it.

CORRESPONDENCE.

Re WILLETT and ARGENTI.

[To the Editor of the Solicitors' Journal.]

Sir,—It is to be hoped that this case will be appealed. I venture to think the decision should be reversed on both points.

As to the first—if "possession" is to be strictly construed, a purchaser must pay for the production of the deeds in almost every case; for at the time of sale the deeds are generally in the actual possession, not of the vendor, but of his solicitor. No doubt the possession of an agent is, in a sense, the possession of his principal; but the solicitor does not hold the deeds as a mere agent; he has a lien upon them for his costs in the sale, and often for other costs due to him. If such a possession is, nevertheless, to be regarded as the possession of the vendor, it will be going very little farther to apply the same rule to a possession by the vendor's mortgagee as security. Note, also, that, whereas in section 3 the vendor's "possession" is spoken of, the words used in section 16, with respect to deeds held by a mortgagee, are "custody or power."

But, assuming that deeds in the hands of a mortgagee are not in the possession of the vendor, is not the latter estopped from saying so? If not, what becomes of the doctrine of misleading conditions of sale? A vendor who has parted with his deeds ought surely to disclose the fact, if its effect is to subject the purchaser to abnormal expense.

For the same reason, a vendor should not be permitted to throw on a purchaser the cost of the concurrence of an undisclosed mortgagee. Besides, if the condition be construed strictly, the purchaser must pay, not merely for the perusal and execution by the mortgagee, but for that by the vendor himself, for the words are just as applicable to the one as to the other. Surely they will admit of a construction more consonant with justice. Certain things are to be done "by and at the expense of the purchaser"; it is only what is to be done by him that is to be done at his expense.

March 8.

L. W. L.

Assizes will be held at Manchester and Liverpool, on the Northern Circuit, at the ensuing Spring Assizes, the judges being Mr. Justice Denman and Mr. Justice Stephen; and at Leeds, on the North-Eastern Circuit, the judges being Mr. Justice Field and Mr. Justice Hawkins. The commission day at Leeds will probably be Saturday, the 18th of May, while the business on the Northern Circuit is expected to commence at Manchester in the early part of the same month.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER VACATION, 1889.

Notice.

There will be no sitting in court in the Easter Vacation.

During the Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Hon. Mr. Justice Denman or to the Hon. Mr. Justice A. L. Smith.

Mr. Justice A. L. Smith will act as Vacation Judge from Thursday, April 18, till Wednesday, April 24, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 18. On other days, within the above period, applications in urgent Chancery matters may be made to his lordship at 53, Lansdowne-road, Kensington-park, W.

Mr. Justice Denman will act as Vacation Judge from Thursday, April 25, till Monday, April 29, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 25, and on Monday, April 29. On other days, within the above period, applications in urgent Chancery matters may be made to his lordship at his private residence, No. 8, Cranley-gardens, South Kensington, S.W.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter; To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar. Royal Courts of Justice.

CASES OF THE WEEK.*

Court of Appeal.

Re DUNN'S TRADE-MARK—No. 2, 9th April.

TRADE-MARK—REGISTRATION—WORDS CALCULATED TO DECEIVE—DISCRETION OF COURT—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 73.

The question in this case was, whether the registration of a trade-mark ought to be refused, on the ground that it contained words which, within the meaning of section 73 of the above Act, were "calculated to deceive." Application was made by W. G. Dunn for the registration of a trade-mark for baking powder, which comprised the words "fruit salt." The application was opposed by J. C. Eno on the ground of his prior user of the term "fruit salt" for a saline preparation. Kay, J., was of opinion that, Dunn having admitted knowledge of the extensive use of the words "fruit salt" by Eno before he adopted those words, and not being able to point to the words in any book on chemistry, the case fell within section 73, and his lordship, therefore, refused the application, with costs.

THE COURT (COTTON, LINDLEY, and FRY, L.J.J.) reversed the decision, Cotton, L.J., dissenting from the view of the majority of the court. COTTON, L.J., said that Dunn stated that he had been led to adopt the expression "fruit salt" from reading a manual of chemistry, and because he found that his baking powder did contain salt obtained from fruit, but he had to admit that he had then seen Eno's label—"Eno's Fruit Salt"—and that the expression "fruit salt" was not found in any book of chemistry. Dunn had not convinced his lordship that the reason he gave for his adoption of the words "fruit salt" was correct, and he thought that Dunn's real intention in adopting the expression was to obtain the benefit of Eno's trade. The only question was whether the court ought to order the comptroller to proceed with the registration of the mark. In his lordship's opinion it was the duty of the court, having regard to section 73, to prevent any words being registered as a trade-mark which might be intended to mislead or be calculated to assist one man in passing off his goods as those of another; and, if the court saw that that would be the probable result as well as the probable intention, then it ought to refuse registration. In the mark which Dunn sought to have registered, the expression which Eno had used—"fruit salt"—was the prominent catch-word, and, though Dunn's application was with respect to baking powder, and not for an effervescent drink, for which Eno had used the words, yet, in his lordship's opinion, the expression was calculated to deceive, and for that reason it was the duty of the court not to order the registration to be proceeded with. It had been argued that section 73 ought to be confined to cases in which the word was in itself deceptive; but, in his lordship's opinion, if, for any reason, the word sought to be registered as part of a trade-mark was calculated to deceive, then it came within section 73, and ought not to be registered. In his opinion the appeal should be dismissed. LINDLEY, L.J., said that

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

the expression "fruit salt" was attributable to Eno's ingenuity; it was not to be found in books or manuals; and, Eno having expended considerable sums of money in advertising that expression, it had now become a generally recognized and well-known expression. What did the expression mean? It might mean Eno's Fruit Salt, which was one thing, or it might mean any salt prepared from fruit, which was a different thing. But, whatever it meant, it was a taking name, and his lordship thought that Dunn took it because he wanted to get the benefit of the name, and not because he wanted to get, or that he did in fact get, the benefit of Eno's trade. The article in respect of which Eno used the expression was an aperient powder used as an effervescent drink, and the article in respect of which Dunn applied for registration was a baking powder. The objects and purposes of the two articles were so different that his lordship did not think that the registration of Dunn's trade-mark would be calculated to deceive. His lordship agreed with the construction put on the words "by reason of their being calculated to deceive or otherwise be deemed disentitled to protection" by Jessel, M.R., in *Re Horsburgh's Application* (53 L. J. Ch. N. S. 237). No question under section 72 arose now, and, looking only at section 73, his lordship did not think that Dunn's mark fell within it. FAY, L.J., agreed with Lindley, L.J. In his opinion the words "fruit salt" as used by Dunn were not calculated to deceive. Each of the words were common English words; and the words were so collocated as to be descriptive words—they conveyed an intelligible, if a vague, notion of the ingredients of the article. The words as used by Eno and by Dunn were applied to two essentially different things; there was no connection between an effervescent and slightly aperient draught and a baking powder. The two things were entirely outside each other, and there was little chance of deception. The statute had indicated "fancy" words as the proper subject of exclusive user by means of registration; and that indicated the mind of the Legislature that words which were not fancy words must be left to protect themselves. Eno had tried to appropriate to his own exclusive use certain little slips, as it were, of the common of the great English language, and had thereby committed a trespass, and in his lordship's opinion that ought not to be allowed.—COUNSEL, Moulton, Q.C., and A. Birrell; Sir R. E. Webster, A.G., Aston, Q.C., and John Cutler. SOLICITORS, Radford & Frankland; Garrard, James, & Wolfe.

GARRARD v. EDGE—No. 2, 9th April.

DISCOVERY—PRODUCTION—INSPECTION—PATENT ACTION—ALLEGED ANTI-CIPATION—MODELS NOT IN POSSESSION OF DEFENDANT.

This was an action to restrain the infringement of a patent for improvements in a process for forming tiles. The defendants alleged that the invention had been published before the date of the patent by the manufacture and sale of dies made according to the alleged invention by certain persons whose names were stated in the defendants' particulars of objections at the times and places mentioned. The plaintiffs took out a summons for an order that the defendants should produce for inspection all dies, models, and drawings intended to be produced by them at the trial of the action as being or representing dies used prior to the date of the patent by the persons named in the particulars. These dies, models, and drawings were not in the possession of the defendants. Kay, J., dismissed the summons. On the appeal reliance was placed on *Nordenfelt v. Gardiner* (1 Pat. Cas. 10).

THE COURT (COTTON and LINDLEY, L.JJ.) affirmed the decision. COTTON, L.J., said that, so far as he knew, an order had never been made for a party to produce that which he had not got in his possession or custody. The defendants ought not to be required to incur the expense of bringing their witnesses to London before the trial for the inspection asked for. If at the trial it should appear that there would be any hardship, the judge would have power to direct an adjournment if he should think fit. *Nordenfelt v. Gardiner* was distinguishable, because there the order was made by consent. LINDLEY, L.J., said that, if the order was made, it would be futile. The defendants would say that they had not got the dies, and would not get them.—COUNSEL, Moulton, Q.C., and Carpmel; Aston, Q.C., and Chadwyck Healey. SOLICITORS, Francis & Johnson; Robinson, Preston, & Stove.

[This seems to affirm the decision of Field and Lopes, JJ., in *Reid v. Powers* (28 SOLICITORS' JOURNAL, 653).]

Re THE RAILWAY TIME TABLES PUBLISHING CO.—No. 2, 8th April.

COMPANY—RECTIFICATION OF REGISTER OF SHAREHOLDERS—SHARES ISSUED AT A DISCOUNT—ACCEPTANCE BY ALLOTTEE AND SUBSEQUENT DEALING WITH SHARES—COMPANIES ACT, 1867, s. 25.

The question in this case was, whether a shareholder in a going company, whose shares had been issued to her at a "discount," was entitled to have her name removed from the register, on the ground that the issue was illegal, after she had allowed her name to remain on the register for a considerable time, and had dealt with some of the shares by transferring them to a purchaser. An allotment of 673 £5 shares, as fully paid-up shares, was made to the applicant in January, 1887, in consideration of the payment by her of only 10s. per share. These shares were part of an issue of 5,000 shares, which the company, at a meeting held on the 29th of November, 1886, resolved to issue at 10s. per share—that is, at a discount of £4 10s. per share. On allotment the applicant paid 5s. per share, and on March 25, 1887, she paid the balance, and received the certificate of the shares. On March 30, 1887, she sold 150 of the shares to a purchaser, and applied for and obtained a new certificate for the remaining 523 shares. In April and August, 1887, these shares were not registered. In December, 1887, in *Re Addlestons Linoleum Co.* (36 W. R. 227, 37 Ch. D. 191), the Court of Appeal held that the issue of shares at a discount

was *ultra vires*. On January 4, 1888, the applicant signed proxies to be used at a meeting of the company on January 6. On February 2, 1888, she wrote to the company that she was advised that the issue of shares at a discount was illegal, and that she would oppose a proposed issue of new shares at a discount. On June 3, 1888, she wrote again that her attention had been called to *Re Almada and Tivito Co.* (36 W. R. 593, 38 Ch. D. 415), and that she required her name to be removed from the register, and on November 15, 1888, she applied by motion to Stirling, J., to have her name removed from the register in respect of all the 673 shares, she having in the meantime repurchased at their full value the 150 shares which she had sold. Stirling, J., held (37 W. R. 283, ante, p. 108) that the applicant was entitled to hold the 150 shares as fully paid-up shares, and that she was properly on the register in respect of them; but he ordered her name to be removed from the register in respect of the remaining 523 shares, and the money which she had paid for them to be repaid to her.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision. COTTON, L.J., said that the applicant had, in fact, assented to her name being on the register in respect of the 523 shares, and, as soon as she had assented to that, the liability to pay the full amount of the shares was imposed on her by section 25 of the Companies Act, 1867. The liability to pay the £4 10s. still remaining unpaid on each of these shares did not arise by reason of any implied contract on her part. She, no doubt, believed she was only liable to pay 10s. on each share. The liability to pay the full amount on each share was a statutory liability arising from the fact of her being the holder of the shares on the register, and as she had by her dealings and conduct assented to being the holder on the register of these shares, she was not entitled to be relieved from the statutory liability by reason of her mistake as to a matter of general law. *Re Almada and Tivito Co.*, and *Beck's case* (L. R. 9 Ch. 392), were distinguishable. In the former case the applicant had never assented to his name being on the register, and in the latter case there had been a mistake, not of law, but of fact, which entitled the applicant to have his name taken off. LINDLEY, L.J., said that the applicant knew that the shares were not in fact paid up, and she never intended that they should be paid up. The only mistake she made was as to the legal effect of the issue of shares at a discount. She need not have accepted the shares so issued, but, if she did accept them, a new contract that she should pay for them was not necessary to make her liable to pay for them. Her liability did not depend on any intention of her own to pay the full amount of each share; the obligation to do so was imposed by statute. The respondent, knowing that she was a shareholder and knowing that she was on the register, treated herself as holding the shares, and the court could not decide in her favour without in effect repealing section 25 of the Act of 1867. BOWEN, L.J., concurred. He thought the present case was the converse of *Arnot's case* (36 Ch. D. 710).—COUNSEL, Phipson Beale, Q.C., and Carson; Buckley, Q.C., and John Chester. SOLICITORS, Paine, Son, & Pollock; James Neal.

High Court—Chancery Division.

Re BURLANDS' TRADE-MARK, BURLANDS v. THE ROXBURGH OIL CO.—Chitty, J., 9th April.

R. S. C., XI., 1, 2—COMPANY—SERVICE OF WRIT OUT OF JURISDICTION.

This was an application for leave to serve a writ out of the jurisdiction. The action was to restrain the infringement of a trade-mark. The plaintiff carried on business in England, and the defendants were a joint-stock company with a registered office in Glasgow, and branches or agencies in London, Manchester, Hull, and Newcastle, and the plaintiff alleged that acts constituting the cause of action had been committed by or through such agencies. The plaintiff also stated that it would be necessary to call a large number of witnesses resident in England. The plaintiff distinguished his case from *Marshall v. Marshall* (38 Ch. D. 330), on the ground that the present defendants had property in England and the plaintiff was also resident here, and also submitted that that case laid down no hard and fast rule, as otherwise it would be inconsistent with *Tozier v. Haykins* (34 W. R. 223, 15 Q. B. D. 80).

CHITTY, J., said that, as it was not clear that the case did fall within *Marshall v. Marshall*, he would grant the order asked for. It might possibly be contested.—COUNSEL, John Cutler. SOLICITORS, Torr, Janeway, Gribble, & Oddie, for Wm. Burtonshaw Crowle, Lincolnshire.

Re THE YORK GLASS CO.—Chitty, J., 6th April.

COMPANY—REDUCTION OF CAPITAL—COMPANIES ACTS, 1867 and 1877.

In this case a petition was presented by the company for the sanction of resolutions for the reduction of the capital of the company by the cancellation of fully paid-up shares, which had been purchased by the company out of accumulated dividends. The debts of the company were small, and all the creditors consented. The purchases of the shares proposed to be cancelled appeared from time to time in the reports and balance-sheets presented at the annual general meetings of the company.

CHITTY, J., made an order as asked.—COUNSEL, Romer, Q.C., and Vernon Smith. SOLICITORS, Bell, Brodrick, & Gray.

Re DAWSON, JOHNSTON v. HILL—Chitty, J., 5th April.

R. S. C., XIII., 1—SERVICE—LUNATIC NOT SO FOUND.

In this case judgment had been given against three trustees for a sum of some £4,000, which had by mistake of law been paid out of trust funds to one of their number, Major Dawson Hill, and an order had been made

for payment of such sum into court. Major Dawson Hill had since become of unsound mind, and another of the trustees, who had paid the whole sum, had taken out a summons claiming to be indemnified by Major Dawson Hill. This summons had been served on him in the same way as a writ of summons has to be served under ord. 13, r. 1, on a person of unsound mind. The plaintiff, who was the mother of Major Dawson Hill, refused to apply to have a guardian *ad litem* assigned to him. Application was now made *ex parte* on behalf of the trustee that the official solicitor might be assigned guardian *ad litem* of the defendant, Major Dawson Hill. *Re Pepper* (32 W. R. 765) was cited.

CHITTY, J., thought that, although ord. 13, r. 1, applied only to writs of summons, he could act by analogy to the rule. If he could not, the trustee would have to commence a fresh action. He accordingly appointed the official solicitor guardian *ad litem* as asked.—SOLICITORS, Long & Gardiner.

DEACON v. SOUTH-EASTERN RAILWAY CO.—North, J., 3rd April.

RIGHT OF WAY—GRANT—APPROPRIATION BY GRANTOR—RIGHT OF GRANTOR AFTERWARDS TO ALTER WAY.

A question arose in this case as to the power of the grantor of a right of way to alter the way after he had appropriated a particular way to satisfy the grant. In March, 1872, the defendant company demised to the plaintiff (who was a bottle merchant) an arch under their station at Charing Cross, "together with a right of way to the said arch to and from Villiers-street, with or without horses, carts, and carriages, to the tenant, his agents, workmen, servants, and customers, for a term of twenty-one years from the 25th of March, 1872." There was a plan on the lease which showed that there was a wide uninclosed space lying between the arch demised to the plaintiff and other adjoining arches under the station and Villiers-street, but the direction of the way which was to be used by the plaintiff was not defined in the plan or in any other manner. Immediately in front of the plaintiff's arch, and extending in front of others of the arches, was a fence which separated the open space from Villiers-street, and at the date of the lease, and for about eight years afterwards, the only way in which the plaintiff could obtain access from his arch to Villiers-street was by going in a northerly direction parallel to Villiers-street, in front of two adjoining arches, and then turning eastwards to Villiers-street. During the first eight years of his lease the plaintiff used that way continuously for the purposes of his business, and used no other, but the way was not paved or otherwise set out. In 1880 the company made an opening in the fence at a point opposite the arch which adjoined the plaintiff's arch on the south, in order to provide an access for cabs into their station, and after this opening was made the plaintiff's carts occasionally made use of it in passing between his arch and Villiers-street, but they generally made use of the northerly way. In 1882 the company put up a fence to the north of the plaintiff's arch, and across the way which he had used, for the purpose of keeping disorderly persons out of the open space, but they constructed in the fence gates for carts and foot passengers, and gave keys of them to the plaintiff, and he continued to use the northerly way until December, 1888. The gates were locked at night by the plaintiff's servants, but they were generally open during the day. In December, 1888, the company altered the locks of these gates and kept them closed against the plaintiff, and claimed the right to compel him to use the other way which they had opened for cabs. The plaintiff alleged that, by reason of obstruction caused by cabs coming to the station and otherwise, this way was not so convenient as the other which he had used for so long, and he claimed an injunction to restrain the company from excluding him from it.

NORTH, J., held, upon the evidence, that the company had set out and appropriated a particular way for the plaintiff's use, and that they were not entitled afterwards to alter the direction of it, and he granted the injunction asked for.—COUNSEL, Cozens-Hardy, Q.C., and MacSweeney; Napier Higgins, Q.C., and Whiteley. SOLICITORS, A. H. Crowther; W. R. Stevens.

Re DEAN, COOPER-DEAN v. STEVENS—North, J., 9th April.

WILL—TRUST FOR MAINTENANCE OF SPECIFIED ANIMALS—VALIDITY.

A question arose in this case as to the validity of a trust created by will for the maintenance of animals belonging to the testator. The testator appointed the defendants his executors and trustees, and bequeathed to each of them a legacy of £1,000 if they should act. He devised his real estate in strict settlement, charged with some life annuities, the plaintiff being the first tenant for life. The clause in question was as follows: "I give to my trustees my eight horses and ponies at Littledown, and also my hounds in the kennels there, and I charge my said freehold estates hereinbefore devised, in priority to all other charges created by this my will, with the payment to my trustees, for the term of fifty years commencing from my death, if any of the said horses and hounds shall so long live, of an annual sum of £750. And I declare that my trustees shall apply the said annual sum payable to them under this clause in the maintenance of the said horses and hounds for the time being living, and in maintaining the stables, kennels, and buildings now inhabited by the said animals in such condition of repair as my trustees may deem fit, but this condition shall not imply any obligation on my trustees to leave the said stables, kennels, and buildings in a state of repair at the determination of the said term; but I declare that my trustees shall not be bound to render any account of the application or expenditure of the said sum of £750, and any part thereof remaining unapplied shall be dealt with by them at their sole discretion, and my will is that, so long as there shall remain any of my horses, ponies, and hounds living, they shall be kept in the stables, kennels, and buildings which they now occupy. I bequeath to my trustees for the term of fifty years above-

mentioned, if any of the said horses, ponies, or hounds shall so long live, the cottage and garden now occupied by W. V., and also the stables, kennels, and buildings now occupied by my said horses, ponies, and hounds, and the yards appurtenant thereto." In consideration of the maintenance of his horses, ponies, and hounds being a charge on his real estate, he bequeathed his residuary personal estate to the plaintiff. It was admitted that the trust was not a charitable trust. It was argued on behalf of the plaintiff that the court would not uphold a trust when there was not any *certus quis trust* capable of enforcing it, and that, at any rate, the surplus of the annuity not required for the maintenance of the animals belonged to the plaintiff. For the defendants it was argued that the trust, if a trust was created, was valid, but that the gift was an absolute beneficial one to them, coupled with a statement of the motive of the testator in making it.

NORTH, J., held, upon the construction of the will, that a trust was created, and that no beneficial gift was made to the defendants. As the testator's heir was not before the court he could not decide whether the surplus would go to the plaintiff or to the heir. As to the validity of the gift of the annuity of £750, it was clearly not a charity, being for the purpose of maintaining particular horses and dogs, and not for the benefit of animals generally. If it were a charity it would be void, as offending against the mortmain law; but, as it was not a charity, in his lordship's opinion it was not void merely by reason of there being no person who could enforce it, it being determinable within the period required by law. In his lordship's opinion *Mitford v. Reynolds* (16 Sim. 105) was an authority for the validity of the trust. In his opinion the defendants were trustees of the annuity of £750, with an absolute discretion as to how much of it was to be expended for the maintenance of the horses and hounds, though they were bound to account for the surplus.—COUNSEL, Cozens-Hardy, Q.C., and Vernon R. Smith; Everitt, Q.C., and Alexander. SOLICITORS, Lovell, Son, & Pitfield; Caprons & Co.

WARWICK v. EAST—North, J., 5th April.

PRACTICE—DEFENCE OF RES JUDICATA—MOTION TO STAY PROCEEDINGS IN ACTION—JUDICATURE ACT, 1873, s. 24, SUB-SECTION 5.

This was a motion by the defendant to stay the proceedings in the action, on the ground that the action was contrary to an order made in February, 1866, in a former action by the same plaintiffs against the same defendant, and was vexatious. The plaintiffs were two of the beneficiaries under the will of their father, who died in 1862; the defendant was the survivor of the two trustees and executors of the will. The other trustee and executor died in 1872. In 1865 the plaintiffs (being then infants) by a next friend instituted a suit for the administration of their father's estate against the two trustees and executors. In that suit an affidavit was made charging the defendants with having sold the testator's business really (though not nominally) to the present defendant, and at an undervalue. In answer to this, affidavits were made that the matter had been inquired into, and the charge shown to be without any foundation, and in February, 1866, an order was made staying all proceedings in the suit. By the present action the plaintiffs sought to set aside the sale of the testator's business, or, in the alternative, to have the loss caused by it made good, and, if necessary, to have the testator's estate administered. The statement of claim contained no reference to the former suit. The defendant gave the above notice of motion, and the plaintiffs then amended their statement of claim by stating the institution of the administration suit, and that an order was made in it for the common accounts. They then stated the order of February, 1866, and alleged that that order was made on a representation by the then defendants to the plaintiffs' then advisers that the estate had been administered, and that the sale of the business was made *bona fide* and at a full value. The plaintiffs alleged that the real facts were concealed from the court, and that the then proceedings were fraudulent against them. The plaintiffs also added a new claim that, if necessary, the proceedings and orders in the former suit might be set aside.

NORTH, J., ordered the proceedings to be stayed, unless the plaintiffs would pay all the costs down to the present time, and amend their statement of claim. He was of opinion that the plaintiffs could not impeach the sale of the business without setting aside the order of February, 1866, in the former suit, and that it could only be set aside by means of an action the main object of which was to set it aside, though it might not be necessary to bring two separate actions to set aside the order and to set aside the sale. His lordship was of opinion that he had power, under sub-section 5 of section 24 of the Judicature Act, 1873, to stay the proceedings in the present action.—COUNSEL, Cozens-Hardy, Q.C., and Maidlow; Napier Higgins, Q.C., and Vaughan Hawkins. SOLICITORS, Thornton, Brooks, & Danby; Stones, Morris, & Stone.

Ex parte THE SCHOOL BOARD FOR LONDON—North, J., 8th April.

COPYHOLDS—ENFRANCHISEMENT—ESTATE TAIL.

This was a petition for the payment out of court to the petitioner of a sum which had been paid into court by the school board as the purchase-money of land which they had taken under their compulsory powers. The petitioner claimed to be absolutely entitled to the land in fee simple. The land was formerly copyhold of a manor, by the custom of which estates tail could be created, but had been enfranchised by deed (not under the Copyhold Acts) to the tenants in possession, who had been admitted as tenants to hold upon the trusts of a will. By virtue of a previous surrender the testator was tenant in tail of the land, and under the trusts of his will his daughter had become solely entitled as tenant in tail. The enfranchisement was made by the trustees at her request, and she provided the consideration money. After the enfranchisement the trustees executed a deed by which they purported to convey the land to

the daughter in fee simple, as freehold, and the daughter afterwards conveyed the land in fee simple as freehold to the petitioner. The question was, whether the enfranchisement had the effect of barring the estate tail.

NORTH, J., held that, notwithstanding doubts expressed by some text writers, and notwithstanding that some earlier cases might be somewhat inconsistent, he was bound by *Challoner v. Murhall* (2 Ves. jun. 524) and *Dunn v. Green* (3 P. W. 9) to hold that the enfranchisement had barred the estate tail.—COUNSEL, *Cocks-Hardy, Q.C.*, and *Danney*; *P. V. Smith*. SOLICITORS, *W. Beck*; *Gedge, Kirby, & Millett*.

High Court—Queen's Bench Division.

REG. v. JUSTICES OF GLAMORGAN—6th April.

EXCISE—CONVICTION FOR SELLING SPIRITS WITHOUT A LICENCE—APPEAL TO QUARTER SESSIONS—NOTICE OF APPEAL—TIME WITHIN WHICH TO GIVE NOTICE—7 & 8 GEO. 4, c. 53, s. 83—SUMMARY JURISDICTION ACT, 1879, s. 31—SUMMARY JURISDICTION ACT, 1884, ss. 4, 6.

This was an application for a *mandamus* to the justices of Glamorgan, requiring them to hear an appeal from petty sessions. The applicant had been convicted on the 20th of August, 1888, at the instance of the Excise authorities, under 6 Geo. 4, c. 81, s. 26, and 4 & 5 Will. 4, c. 85, s. 17, of selling spirits, beer, and tobacco without a licence. On the 24th of August he gave notice of appeal. On the appeal coming on to be heard, the quarter sessions dismissed it, on the ground that notice had not been given as required by section 83 of 7 & 8 Geo. 4, c. 53, which provided that the appellant should, "at and immediately upon the giving of the judgment appealed against," give written notice of appeal. The question which the court had to decide was, whether the case was governed by the last-named section, or whether, by virtue of the Summary Jurisdiction Acts, a period of seven days was now given within which to appeal? It was argued on the part of the respondents that the procedure provided by the Act of 7 & 8 Geo. 4 was still kept alive. Section 31, sub-section 2, of the Summary Jurisdiction Act, 1879, said, "The appellant shall, within the prescribed time, or, if no time is prescribed, within seven days after the day on which the said decision of the court was given," give notice of appeal. By section 49 "The expression 'prescribed' means prescribed or provided by any Act which relates to any offences, penalties, fines, costs, sums of money, orders, proceedings, or matters, to the punishment, recovery, making, or conduct of which the Summary Jurisdiction Acts expressly or impliedly apply or may be applied." Here there was a prescribed time—viz., at and immediately upon the giving of the judgment. "At and immediately upon" must mean at once—at least, within the day: *Reg. v. Justices of Berkshire* (27 W. R. 798, 4 Q. B. D. 469). The period of seven days did not apply to the case at all. To hold otherwise would be to strike out from sub-section 2 of section 31 the words "within the prescribed time." On the part of the applicant it was pointed out that the Summary Jurisdiction Act, 1884, has altered the first part of section 31 of the Act of 1879, by repealing the words "by this Act or by any future Act," and has also repealed the first two paragraphs of section 32, which allowed an option of alternative procedures in appeals—viz., the procedure prescribed by the Act of 1879 itself, and the procedure prescribed by the Act which authorized the appeal. It was clear that it was the intention of the Legislature, in passing the Act of 1884, that there should be a uniform code for all appeals from courts of summary jurisdiction. This was borne out by section 6, which expressly provided that where a person was authorized by any Act passed before the Summary Jurisdiction Act, 1879, to appeal from a conviction or order of a court of summary jurisdiction to quarter sessions, he should appeal subject to the conditions and regulations contained in the Summary Jurisdiction Act, 1879: see *Shingler v. Smith* (34 W. R. 490, 17 Q. B. D. 49). The notice of appeal, having been given within seven days, was good.

THE COURT (LORD COLERIDGE, C.J., and HAWKINS, J.) held that the true effect of the Summary Jurisdiction Acts of 1879 and 1884 was to get rid of all other procedure except that of the Act of 1879, and that in all appeals notice must be given in accordance with that statute. Therefore the notice in the present case was within time, and the rule for a *mandamus* must be made absolute.—COUNSEL, *Sir E. Clarke, S.G.*, and *Jeffreys*; *Abel Thomas*. SOLICITORS, *Solicitor to the Inland Revenue*; *Arthur Cheese*, for *Garrod*, Hereford.

JAMES LEWIS & SONS, LIVERPOOL COPPER WHARF CO. (LIM.) v. COMMISSIONERS OF INLAND REVENUE—8th April.

INLAND REVENUE—STAMP DUTY—AD VALOREM DUTY ON "CONVEYANCE OR TRANSFER ON SALE"—AGREEMENT TO SELL GOODWILL OF BUSINESS TO LIMITED COMPANY—STAMP ACT, 1870.

This was a case stated by the Commissioners of Inland Revenue under section 19 of the Stamp Act, 1870, for the purpose of determining with what amount of stamp duty a certain instrument was chargeable. The instrument in question purported to be an agreement made the 14th day of May, 1888, between James Lewis and Arthur Hornby Lewis, merchants, carrying on business under the firm name of James Lewis & Son (thereinafter called the vendors), of the one part, and James Lewis & Sons, Liverpool Copper Wharf Co. (Limited) (thereinafter called the company), of the other part. It recited that the vendors carried on business as wharfingers and warehousemen, that the company had been formed and registered as a company limited by shares, with objects including the acquisition and carrying on of the said business, and that the value of the interest of the vendors in the land and premises occupied by them had been taken into account at the sum of £1,000, and the value of the goodwill of the busi-

ness and the machinery and the outstanding debts at the sum of £79,000, which latter sum was stated to the Commissioners of Inland Revenue to be made up as follows:—Machinery, £1,500; outstanding debts, £10,000; goodwill, £67,500. The instrument then stated that it was thereby agreed as follows:—The vendors should sell and the company should purchase the said business of the vendors and all the property and assets of the business as the same existed on the 1st of January, 1888, at and for the price of £80,000. The purchase-money was to be paid partly in cash and partly by allotment of paid-up shares in the company. The company was to be entitled to the profits of the business as from the 1st of January, 1888, and the vendors were to account for such profit from that date till the company took possession, and to pay over the same to the company. The purchase was to be completed on the 1st of July, 1888, and the company were to be entitled to possession of the business and property as from the 1st of January, 1888, and were to be deemed to have accepted the title to the said property, and were to pay all costs and expenses of the vendors and purchasers of and incident to any assurances and acts required for the completion of the purchase other than the costs and expenses (if any) caused by wilful neglect or default of the vendors, or either of them, to execute and do such assurances and things as might be reasonably required. This instrument was stamped with the duty of ten shillings, and presented by the company to the Commissioners of Inland Revenue, under section 18 of the Stamp Act, 1870, for their opinion as to the amount of stamp duty with which it was chargeable. The commissioners were of opinion that it was chargeable under the head "conveyance or transfer on sale" in the schedule to the Stamp Act, with duty amounting to £337 10s., being *ad valorem* conveyance duty at the rate of five shillings for every £50 of the sum of £67,500. The commissioners were further of opinion that it was also chargeable, under the head "Deed of any kind whatsoever not described in this schedule," with the duty of ten shillings. This case was stated in order to allow the company to appeal. It was argued on the part of the appellants that the instrument was a mere agreement, and not a conveyance. On behalf of the Commissioners of Inland Revenue it was urged that such an agreement operated in equity as a conveyance, and the Stamp Act expressly included under "conveyance" all instruments by which any property is legally or equitably transferred.

THE COURT (LORD COLERIDGE, C.J., and HAWKINS, J.) were of opinion that this agreement did not operate as a transfer, either legal or equitable, of the property comprised in it, though it gave a right to the company to have a conveyance executed, if the conditions precedent were fulfilled on the day for the completion of the purchase. They therefore held that the instrument was not chargeable with *ad valorem* duty, but only with the duty of an ordinary deed stamp.—COUNSEL, *Phipson Beale, Q.C.*, and *Joseph Walton*; *Sir E. Clarke, S.G.*, and *Diery*. SOLICITORS, *Sharpe, Parkers, Pritchard, & Sharpe*, for *Tyrer, Kenion, Tyrer, & Simpson*, Liverpool; *Solicitor of Inland Revenue*.

Bankruptcy Cases.

EX PARTE PIXLEY, Re HARVEY—Q.B. Div., 2nd April.

BANKRUPTCY—RIGHT OF TRUSTEE TO ANNUITY—CONSTRUCTION OF WILL—CLAUSE IN RESTRAINT OF ALIENATION.

This was a case stated for the opinion of the court as to whether the trustee in the bankruptcy was entitled to an annuity and other benefits given to the bankrupt under the will of his late father, or whether the trustees under the said will were entitled to reserve the benefits given to the bankrupt under it and appropriate the same for the benefit of the bankrupt's children. Under the will of his father the bankrupt became entitled to a sum of £250 a year during the life of the wife of the testator, and after her decease the income of one-fourth part of the whole estate was to be paid to him during his life, and after his decease in trust for his children. The will contained the proviso:—"Provided also, and I hereby declare, that my said son G. C. Harvey shall not have power to alienate, charge, encumber, or dispose of the said sum of £250 bequeathed to him during the life of my said wife, or the income, whether original or accruing, to which he will be entitled after her decease. And in the event of his alienating, charging, incumbering, or disposing of the same, or any part thereof, my said trustees or trustee shall cease to pay him either the said sum of £250 per annum or the income of the share, whether original or accruing as aforesaid, and such last-mentioned income shall accumulate during the life of the said G. C. Harvey, and the accumulations thereof shall be held by my said trustees or trustee in trust for the person or persons who shall be entitled to the share of the said G. C. Harvey at his decease." G. C. Harvey having been adjudicated bankrupt, it was contended on behalf of the trustee that a bankruptcy at the instance of creditors, and not produced by the direct action of the debtor himself, was not within the restraining words of the will, and that he was entitled to the annuities given to the bankrupt.

CAYE, J., allowed the application in favour of the trustee in bankruptcy. His lordship said that the case depended on some rather nice distinctions in previous cases as to the language of testators in making gifts, and at the same time taking them away again when there was an alienation of the property either voluntary or in the case of bankruptcy. The case resembled, on the one side, *Lear v. Leggett* (2 Sim. 479), and, on the other, *Cooper v. Wyatt* (5 Mad. 482), but the case of *Cooper v. Wyatt* had been dealt with in *Lear v. Leggett*, and it was shewn that a clear inference could be drawn there that the intention of the testator was that if in any event alienation took place, the benefit was to go over. In all these cases the intention of the testator must be looked at, and *Lear v. Leggett* was a decision to the effect that where there is only a proviso that the annuity

shall determine on the doing of something by the recipient, then, unless a contrary inference can be drawn from the other parts of the instrument, the true construction was that there must be some active dealing by the person interested, and that the becoming bankrupt was not such an active alienation as was contemplated by the testator. Such being the case, there had been no forfeiture here. There had been no "alienation, charge, incumbrance, or disposition" by the bankrupt, and it was only in the case of one of those things that the trustees under the will were to cease to pay the annuity.—COUNSEL, *E. C. Willis, Q.C.; Herbert Reed.* SOLICITORS, *Russell, Son, & Scott; A. Cumming.*

Ex parte BOARD OF TRADE, *Re* TATUM—Q. B. Div., 3rd April.

BANKRUPTCY—DEFAULTING TRUSTEE—NON-PAYMENT OF MONEYS—MOTION TO COMMIT—PRINCIPAL AND INTEREST—BANKRUPTCY ACT, 1883, ss. 74 AND 102, SUB-SECTION 5.

In this case the Board of Trade applied for an order for the committal of the trustee in the bankruptcy by reason of his neglect to pay into the Bankruptcy Estates Account the sum of £273, certified to be due from him. The principal sum of this amount was £218, the balance of £55 being interest charged at the penal rate of twenty per cent. under section 74, sub-section (6), of the Bankruptcy Act, 1883, upon moneys retained by the trustee in his hands in excess of the amount allowed for more than ten days from the date of their receipt. This interest was calculated up to the date of the audit, but the trustee had been removed from his office some little time before, and a question arose whether the calculation was properly made for the time the money had been in the hands of the trustee, or whether it should be made only up to the time of his removal. It was further argued on behalf of the trustee that, even if an order of committal ought to go in respect of the principal sum, such was not the case in respect of the interest, with regard to which the proper order would be for the court to make an order directing the trustee to comply with the previous order of the Board of Trade to pay.

CAVE, J., made an order for committal, but such order not to issue for a week, and not to go out at all if within that time the trustee paid £218 into the Bankruptcy Estates Account, together with the costs of the motion. His lordship further ordered that the balance of £55 should be paid in a fortnight.—COUNSEL, *Muir Mackenzie; Pocock.* SOLICITORS, *The Solicitor to the Board of Trade; N. Bennett.*

Solicitors' Cases.

Re PARK, COLE *v.* PARK—C. A. No. 2, 5th April.

SOLICITOR—COSTS—TAXATION—LAPSE OF TWELVE MONTHS SINCE DELIVERY OF BILL—CLAIM IN ADMINISTRATION ACTION.

This was a claim by solicitors to prove in an action for the administration of their client's estate for a sum of £221, the balance which they alleged to be due to them by him in respect of bills of costs which had been delivered to him more than a year before his death. He had never raised any objection to the bills, and had before his death paid the solicitors £200 on account of them. The executors objected to some of the items in the bills, and Stirling, J., made an order, in the form adopted in *Allen v. Jarvis* (L. R. 4 Ch. 616), that the taxing master should inquire and state whether any of the disputed items in the bills (which were marked in red ink) were fair and proper charges, and whether they should respectively be allowed. His lordship was of opinion that the fact that the bill had been delivered for more than a year, and had not been referred to taxation, was not conclusive as to the reasonableness of the charges, and in an action by the solicitor for the amount of the bill the judge would not have been bound to direct the jury to that effect, but the jury would have been entitled to consider how much was reasonably due. His lordship was of opinion that Lord Eldon, in *Anderson v. May* (2 B. & P. 237), did not intend to decide that the delivery of the bill and its non-taxation within twelve months was conclusive evidence of the reasonableness of the charges, but only that it was *prima facie* evidence.

THE COURT (COTTON, LINDLEY, and FRY, L.JJ.) affirmed the decision on the same grounds.—COUNSEL, *Gressnor Woods; Hastings, Q.C., and Bardsell.* SOLICITORS, *Powell & Rogers; G. C. Sherrard.*

Re THE HEREFORD ELECTION PETITION, *Ex parte* A SOLICITOR—Q. B. Div., 5th April.

RIGHT OF AUDIENCE OF SOLICITORS BEFORE COMMISSIONERS APPOINTED TO TRY MUNICIPAL ELECTION PETITIONS.

This case raised the question whether barristers have an exclusive right of audience before commissioners appointed to try municipal election petitions. In the case in question Mr. Mansel Jones, a barrister, was appointed commissioner to try the *Hereford Municipal Election Petition*, and he refused to hear a solicitor on behalf of one of the parties charged with bribery, on the ground that barristers had an exclusive right of audience before such courts. The solicitor moved for a rule nisi for a *mandamus* to the commissioner to shew cause why a solicitor should not have a right of audience before him.

POLLOCK, B.—You may take your rule, but I should like to call your attention to the general practice of this court; it does not follow that because you should be right up to a certain point in your argument that, therefore, we should make the rule absolute, because, in order to get a *mandamus*, you must shew that there has been some disobedience of a statutory rule. You must be careful to get your affidavits filed now which will cover the whole of your ground, because this is a matter in which the court would not allow affidavits to be filed hereafter when the case comes on to be argued.

HAWKINS, J.—There is one point for your consideration, and this is in your favour—namely, what is to happen to an election court at the trial of an election petition in a place where barristers do not attend, or where they say they will not attend except under special fees, not for ordinary attendance, but for extraordinary attendance? Supposing no barristers were present at the trial—I do not mean a regular court, sitting from day to day, but a special court; supposing no barrister thinks it worth his while to go near the place except under a special fee, is a man to be obliged to pay fifty, sixty, or a hundred guineas; and I have known larger sums paid than that upon election petitions for a special fee. Is a man to be told that he is to be made to pay such high fees or go without legal assistance at all? It is a very important inquiry, and possibly important, not merely with respect to such courts as I have mentioned, but with respect to a great many others.

Sim.—I was going to press that point before your lordships. This is a case in which the man cannot afford to employ counsel.

HAWKINS, J.—Against whom are you proposing to take your rule?

Sim.—Against the learned commissioner sitting to hear the election petition, Mr. Mansel Jones.

HAWKINS, J.—Supposing he says, "I am not going to trouble myself about the matter, the court may do as they like about it," then the case will not be argued?

POLLOCK, B.—I suppose no objection was taken except by the learned commissioner himself.

Sim.—Yes, it was argued by the counsel for the petitioner in this case, and it was after argument that the election commissioner himself decided in this way.

POLLOCK, B.—Surely you ought to serve the other side?

HAWKINS, J.—I should suggest that you should give notice of the rule to the president of the Incorporated Law Society and also to the Attorney-General.

Sim.—It shall be done, and also to the petitioner.

HAWKINS, J.—I do not mean serving the rule upon them calling upon them to shew cause, but that you should give notice of the rule simply to the Attorney-General, who is the leader of the bar, and if he thinks it right to maintain the privileges claimed for the bar, he would appear, or at all events take such steps as to him might seem right.

Sim.—It shall be done.

LAW SOCIETIES.

THE BAR COMMITTEE.

The following are extracts from the sixth annual statement of the committee:—

Sittings of the Queen's Bench Division.—A joint committee was nominated by the Bar Committee and the Incorporated Law Society to consider the subject of the sitting of the courts of the Queen's Bench Division. The joint committee consisted of the chairman and the vice-chairman of the Bar Committee, and Messrs. Finlay, Q.C., Channell, Q.C., W. Rann Kennedy, Q.C., Kenelm Digby, W. Graham, R. Vaughan Williams, and R. S. Wright, nominated by the Bar Committee; and the President and the Vice-President of the Incorporated Law Society, Mr. John Hollams, Sir Henry Watson Parker, Mr. Henry Roscoe, Mr. J. W. Budd, Mr. William Walton, Mr. J. M. Johnstone, and Mr. F. K. Munton, nominated by the Incorporated Law Society. A report was drawn up by the joint committee and adopted by the Bar Committee and the Incorporated Law Society, and copies of the same were laid before the Lord Chancellor, the Lord Chief Justice of England, and the judges. At the request of the Lord Chief Justice, a deputation from the joint committee had an interview with his lordship and three of the judges for the purpose of discussing the suggestions contained in the report. The committee are glad to say that most of these suggestions have been carried out, and it is hoped that the result will prove to be advantageous, both to the profession and the public, by lessening the uncertainty as to the time when actions will come on for trial, and the consequent expense of keeping witnesses in waiting.

Circuits.—The Bar Committee regret that it does not appear that it has yet been found practicable to carry out the scheme for the circuits which was understood to have been approved by the judges early in 1888. The serious evils arising from the one judge system still continue on most of the circuits. It would be useless to repeat the arguments that have been frequently urged by the Bar Committee, as they are well known, both to the profession and the judges. A copy of a report by Mr. Justice Cave on "Circuits" has been forwarded to the Bar Committee by his lordship. This almost entirely meets the views of the committee, and they trust that it will have an important influence in remedying evils which are now of long standing. During the year, resolutions have been passed by the North-Eastern, South-Eastern, and Midland Circuits, and the members of the Northern Circuit practising in London, and forwarded to the Bar Committee. These have been approved by the committee; they relate principally to the trial of quarter sessions prisoners at the assizes, and express an opinion that such prisoners should be tried at quarter sessions. Copies of the resolutions, together with the report of the Bar Committee, have been laid before the Lord Chancellor, the Lord Chief Justice of England, and all the judges. It is hoped that the desired object will be effected by the Assizes Relief Bill (which, it is understood, will be re-introduced into Parliament early in the session), and that the result will be, that the time now occupied by the assizes will be considerably shortened, and that consequently the courts in London will be able to sit for longer periods to dispose of more important business.

New Rules of Court.—A joint committee was appointed by the Bar

Committee and the Incorporated Law Society to consider the question of the promulgation, from time to time, of New Rules of the Supreme Court. The joint committee consisted of Messrs. W. F. Robinson, Q.C., Cozens-Hardy, Q.C., F. A. Bosanquet, Q.C., M. Ingle Joyce and R. Vaughan Williams, nominated by the Bar Committee; and the president, vice-president, Messrs. Hollams, Hunter, and Markby, nominated by the Incorporated Law Society. The joint committee considered that it was important in the interests of the public, and for the convenience of the members of the profession generally who have charge of those interests, that a sufficient opportunity should be afforded them for the consideration in draft of any proposed rules. Many of the rules involve matters of detail in procedure, in respect of which the practitioners in the Supreme Court, both barristers and solicitors, have necessarily a very large experience, and would be able to render very material assistance. A communication was addressed to the Lord Chancellor, signed by the vice-chairman of the Bar Committee and the president of the Incorporated Law Society, requesting his lordship to give the subject his favourable consideration, with the view of making arrangements so that the Bar Committee and the Incorporated Law Society might have an opportunity of considering new rules of court in time to make any suggestions thereon before the same came into force. In reply, his lordship stated that he fully recognized the material value of the assistance which members of both sides of the profession are capable of rendering in the passing of rules of the Supreme Court, and that any suggestions with reference to legal procedure coming from the Law Society and the Bar Committee would be received with interest and considered with the greatest care, and his lordship invited both those associations to aid the judges with such suggestions from time to time.

Sittings of the Chancery Division.—In November last a joint committee was appointed by the Bar Committee and the Incorporated Law Society for the purpose of preparing a report on the sittings of the Chancery Division. The joint committee consisted of Messrs. W. F. Robinson, Q.C.; Romer, Q.C.; Cozens-Hardy, Q.C.; W. C. Renshaw, Q.C.; E. W. Byrne, Q.C.; Methold, Decimus Sturges, Ingle Joyce, Farwell, and Vernon Smith, nominated by the Bar Committee; and the president, vice-president, Messrs. J. Addison, J. W. Budd, J. Hollams, H. L. Pemberton, H. Roscoe, W. H. Gray, H. J. Francis, and Thomas Rawle, nominated by the Incorporated Law Society. In January the joint committee made a preliminary report; they were of opinion that it was absolutely necessary for the efficient disposal of business in the Chancery Division that an additional judge should be appointed, so that two judges of the Chancery Division might sit continuously for the trial of witness actions; that the occasional services of a judge attached to the Queen's Bench Division would not meet the difficulty; that the new judge should be a permanent judge, familiar with the principles of equity and the practice of the Chancery Division. In the opinion of the joint committee, the details of any re-arrangement of business could not be usefully suggested or reported upon until it was known what judicial staff would be provided for working it. The joint committee had considered various suggestions for facilitating the business of the division; but they were of opinion that any further report would be more usefully made when it is known whether or not an adequate staff would be provided for the speedy and effective administration of justice in the Chancery Division. The preliminary report was afterward adopted by the Bar Committee and the Incorporated Law Society, and sent to the Lord Chancellor.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Edwin Hedger in the chair. The other directors present were Messrs. H. Morten Cotton, J. H. Kays, John Lewis (Wrexham), R. Pennington, Henry Roscoe, J. Anderson Rose, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £240 was distributed in grants of relief, one new member was admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

THE EASTER BAR AND SOLICITORS' EXAMINATIONS.

These examinations happened to be held concurrently this week, and we add the papers set in Conveyancing at each, so that students may compare them and look up the references we have given, where sufficient answers can be met with.

SOLICITORS' FINAL.

1. What is the effect of a bill of sale to secure an advance which is not in accordance with the form given in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882, and has the lender any and what remedy for recovery of the principal-money in respect whereof such bill of sale was given? (Section 9 of the 1882 Act, and *Davies v. Rees*, 55 L. J. Q. B. D. 363.)

2. State the provisions made by the Trustee Act, 1888, with respect to the conditions of sale which trustees are now entitled to frame on the sale of the trust property. (Section 3 of the Trustee Act, 1888.)

3. Your client, who is a trustee, consults you with regard to the investment of the trust funds in a stock, at a price above par, redeemable at a fixed period. What advice would you give him as to his right to invest in the purchase of such stock? (*Cockburn v. Peile*, 3 De G. F. & J. 170, and Rules of the Supreme Court, November, 1888.)

4. What should now be the practice as to searches, by a purchaser, on the sale of property to him by a vendor who is a beneficial owner, and what searches should be made? (Elphinstone and Clark on Searches; Land Charges Registration and Searches Act, 1888.)

5. What conditions of sale would you provide when it is intended to sell leasehold property, held under one lease, in separate lots? (Sweet's Precedents, p. 334.)

6. Explain how a mortgage of copyhold is usually carried out and the effect thereof? (Edwards' Compendium, p. 210.)

7. Describe shortly (1) the parties to, (2) the recitals of, and (3) the remaining heads of a conveyance of freeholds by a tenant for life, under the powers of the Settled Land Act, 1882. (Elphinstone's Introduction to Conveyancing, p. 123, 124.)

8. What are the leading provisions of a marriage settlement when it is desired to settle the family estate in what is called strict settlement? (Elphinstone's Introduction, p. 326.)

9. What is an attornment clause, and explain whether, and why, it should be inserted in, or omitted from, a mortgage? (Bills of Sale Act, 1878, s. 6, and *Re Willis, Ex parte Kennedy*, 36 W. R. 796; *Dunbar v. Livingston*, 32 W. R. 772.)

10. State shortly the provisions of the Settled Land Act, 1882, with regard to the power of a tenant for life to accept a surrender of a lease of the settled land, and whether any account may be taken of the lessee's interest in the lease proposed to be surrendered? (Section 13 of the Settled Land Act.)

11. What goods are distrainable for rent; what are protected from distress, and what recent alteration has been made with regard to the wearing apparel and bedding of the tenant or his family, and the tools and implements of his trade? (Notes to *Simpson v. Harrop*, Shirley's Leading Common Law Cases, and Act to Amend the Law of Distress, 1888.)

12. You are consulted by trustees, who contemplate lending the trust funds upon mortgage of real estate. What precautions should you advise them to take with regard to the value of the security? (The Trustee Act, 1888, s. 4.)

13. When is a legacy or devise said to lapse, and what becomes of a lapsed legacy or devise? (Edwards' Compendium, p. 369, and Williams' Personal Property, 459.)

14. How is the arrangement between the parties usually carried out when a partnership is determined by the death or retirement of one partner, and the surviving or continuing partner takes over the share of the deceased or retiring partner, and undertakes to discharge the liabilities of the partnership? (Elphinstone's Introduction to Conveyancing, p. 260.)

15. What is the liability, if any, of a tenant for life of real estate to keep the estate in repair? (Edwards' Compendium, p. 61.)

BAR REAL AND PERSONAL PROPERTY.

1. Define and illustrate "estate upon condition." Shew the different result in the estate conferred in case of illegality (a) in a condition precedent, (b) in a condition subsequent. (Goodeve's Real Property, pp. 174, 181.)

2. Distinguish, briefly stating the nature and remedies for recovery of each:—Chief rent, rent quit, rent service, rent-seck, rent-charge. (Goodeve's Real Property, pp. 215, 371, 372.)

3. By what statutes, in ancient and modern times, has a right of re-entry for non-payment of rent been made transferable? (Goodeve's Real Property, pp. 163, 164.)

4. Trace, explaining the principles of their respective operation, the various methods used for conveyance of freeholds in England from the early feudal times to the present day. (Goodeve's Real Property, pp. 286, 295, 296.)

5. What are the respective rights of a husband, married before 1883, to his wife's chattels real and *choses in action* acquired before that date? How are such rights affected in the case of property acquired since 1882? (Williams' Personal Property, 13th ed., pp. 454, 485, 500, 501.)

6. Classify the various kinds of powers operating under the Statute of Uses. Which were formerly, and which are now, capable of being released? (Goodeve's Real Property, pp. 311, 313.)

7. Distinguish between specific, demonstrative, and general legacies. Which do you consider most beneficial to a legatee, and why? (Goodeve's Personal Property, pp. 306, 308.)

8. What alterations have been introduced by the Conveyancing and Law of Property Act, 1881, as to granting leases of property in mortgage? (Goodeve's Real Property, p. 186.)

9. What are the respective liabilities of (a) the acceptor, (b) the drawer, (c) the indorser, of a bill of exchange under the Bills of Exchange Act, 1882? (Goodeve's Personal Property, p. 123.)

10. State the provisions of the Settled Land Act, 1882, as to the exercise of the powers of the Act in the case of infants and married women. (Sections 59–61 of the Act.)

RECENT STUDENTS' CASES.

EQUITY AND CONVEYANCING.

FLINK v. FOUNTAIN (ante, p. 253).—If after contract to sell and delivery of abstract, the vendor makes an equitable mortgage by deposit of title deeds accompanied by a memorandum to execute a legal mortgage, and the purchaser accepts the title, the purchaser is entitled to priority over the equitable mortgagee.

Re MORRIS'S SETTLEMENT (ante, p. 253).—On an appointment of new trustees by summons under the rules of December, 1888, a vesting order can also be made.

PRESLAND v. BINGHAM (ante, p. 300).—On a question of uninterrupted enjoyment of lights for twenty years, if the alleged interruption is of a

temporary and fluctuating nature, it is for the defendant to prove that the interruption had continued for one year.

Re ALLFREY (24 L. J. N. C. 31).—Sums due under an enfranchisement of copyholds under the Copyhold Acts, 1852 and 1858, do not pass under a devise of the manor.

KING v. DICKSON (ante, p. 300).—If an estate is sold off in lots subject to restrictive covenants, and a purchaser of one lot sells off a part of the lot without expressly reserving any new rights, he cannot himself enforce the restrictive covenants against the new purchaser or his assigns.

TYARS v. ALSOP (ante, p. 236).—Although a voluntary gift of client to his solicitor is voidable, it can be ratified after the relationship has ceased provided the client was aware of his right to impeach the gift.

Re LANCELEY, BESWICK v. LANCELEY (ante, p. 235).—If the Court of Probate grants probate of a will with all three witnesses' names, no evidence can be given in the Chancery Division to prove that one of them who was a legatee signed otherwise than as a witness.

LEE v. NEUCHÂTEL ASPHALTE CO. (ante, p. 252).—A company formed to carry on business by means of a wasting property, such as a mine, is not bound to set aside out of profits, before declaring a dividend, a sinking fund for the purpose of replacing the value of the wasting property.

JENKINS v. JACKSON (58 L. J. Ch. D. 124).—A nuisance committed or permitted by a lessor upon premises belonging to himself and adjoining premises demised by him to a lessee with a covenant for quiet enjoyment is not a breach of the covenant; the lessee is restricted to the usual remedies under the general law.

Re DAVIS AND CAYEY (58 L. J. Ch. D. 143).—Apparently the court has no jurisdiction upon a summons under the Vendor and Purchaser Act to make an order for the return of the deposit on the ground of misrepresentation where such misrepresentation would support an action for rescission.

COMMON LAW, BANKRUPTCY, AND DIVORCE.

STREDS v. STREDS (ante, p. 254).—Accord and satisfaction can now be pleaded in bar of a specialty debt, and accord and satisfaction with one of two obligees is a payment of his share if they are tenants in common.

SCHOFIELD v. HINCKS (37 W. R. 157).—If a trustee in bankruptcy removes the hay from off a farm of which the bankrupt is lessee, and by the custom of the county the hay should be consumed on the premises, the landlord can recover damages personally against the trustee although the trustee disclaims the lease under section 55 of the Bankruptcy Act.

AMON v. BORRETT (ante, p. 251).—On a verdict being given for plaintiff on a claim for less than £50, and also against defendant's claim for over £50, the plaintiff is entitled to the costs of the counter-claim on the High Court scale.

SKINNER v. DE FARIA (ante, p. 254).—If plaintiff's claim exceeding £100 on the writ of summons is reduced to less than £100 by payment into court by action brought, the action cannot be remitted to the county court under section 65 of the County Courts Act, 1888.

SHUM v. DIXON (37 W. R. 92).—When a plaintiff recovers a judgment with costs against several defendants, each defendant is liable for the damages and the general costs, but the costs of a separate defence are to be taxed against that defendant only.

KAY v. BRIGGS (ante, p. 233).—There is no appeal from the refusal of a divisional court to give special leave to appeal from their decision in an appeal to them from a county court.

Ex parte MILNE, Re BATTEN (ante, p. 235, 37 W. R. 383).—If a deed of arrangement is registered before all the creditors have executed it, and some execute it afterwards, the deed is void.

LAPINGTON v. LAPINGTON (37 W. R. 384).—A wife instituted a suit for dissolution of marriage, on the ground of adultery and cruelty, and afterwards obtained leave to amend her petition by alleging desertion for a period of two years, which expired pending the suit. At the hearing, the charges of cruelty being abandoned, relief was refused. The petitioner should commence *de novo*, and not proceed by amended or supplemental petition.

Re HUGGINS, Ex parte HUGGINS (ante, p. 218).—There is no power under section 28 of the Bankruptcy Act, 1883, both to suspend the order of discharge and also to grant the order of discharge, subject to conditions.

COHEN v. KITTELL (37 W. R. 400).—A principal has no cause of action against his agent for failure to make certain bets which would be void under 8 & 9 Vict. c. 109.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 8.—Mr. Ernest Todd took the chair. A joint debate was held with the United Law Society. Mr. Marcus opened the debate—"That Imperial Federation is essential to the stability of the Empire." He was supported by Messrs. McMillan, Stewarts, Smith, Bateman, Napier, Yates, and Wheeler; and opposed by Messrs. Herbert Smith, Ross, Brown, Aiyangar, Miller, Blagg, Oliver, and Ogle. Mr. Marcus briefly replied, and, on the motion being put to the joint meeting, it was carried.

BRISTOL LAW STUDENTS' SOCIETY.—April 9.—Mr. W. C. C. Anson in the chair.—The meeting decided in favour of the abolition of the annual certificate duty by a majority of three. Mr. A. S. Tratman read a paper on "The Desirability of Extending the Principle of the Settled Land Act to Settled Personality," and moved that it was desirable. Mr. B. Hawkins, supported by Messrs. C. Kneel, L. W. Browne, and J. L. V. S. Williams, opposed, while Messrs. F. B. L. Bowley and W. S. M. Knight were for the motion. On the question being put to the vote, the opposition obtained a majority of one.

LEGAL NEWS.

OBITUARY.

Mr. EDWARD HORATIO MOORE, solicitor (of the firm of Moore & Rawlins), of Lymington, died on the 26th ult., at the age of eighty-seven, after a short illness. Mr. Moore was born in 1802. He was admitted a solicitor in 1826, and he shortly afterwards settled at Lymington, where he had a large practice. He was originally a member of the firm of King & Moore, and he was afterwards head of the firm of Moore, Jackman, & Rawlins. He was at the time of his death associated with Mr. John Davis Rawlins. Mr. Moore was a perpetual commissioner for Hampshire, clerk to the county magistrates and deputy-lieutenancy, clerk to the Lymington Highway Board, and superintendent-registrar for the Lymington district. He was also formerly town clerk of Lymington, clerk to the borough magistrates and commissioners of taxes, and clerk to the Lymington Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, all which offices are now filled by Mr. Rawlins.

Mr. GEORGE RAWSON, solicitor (of the firm of Rawson, Best, & Son), of Leeds, died at Clifton on the 25th ult., in his eighty-second year. Mr. Rawson was the son of Mr. George Rawson, of Leeds, and was born in 1807. He served his articles with Messrs. Atkinson, Bolland, & Atkinson, of Leeds, and he was admitted a solicitor in 1829. He was at the time of his death associated in partnership with Mr. William Woodham Best. Mr. Rawson was an influential member of the Congregationalist body, and he was well known as a composer of hymns. He had also published several compilations of psalms and hymns. He was married to a daughter of the Rev. John Clayton, and he leaves three daughters.

PATRICK FRASER, Lord FRASER, one of the judges of the Court of Session in Scotland, died suddenly on the 26th ult. at his county residence, Gattonside House, Melrose, in his seventieth year, from disease of the heart. Lord Fraser was the third son of Mr. Patrick Fraser, of Perth, and was born in 1819. He was educated at Perth Grammar School, and at the University of St. Andrews, and he was an LL.D. of the University of Edinburgh. He was formerly a clerk in the office of Messrs. Tod & Hill, of Edinburgh, Writers to the Signet, and in 1843 he was admitted a member of the Faculty of Advocates in Scotland. He was the author of a treatise on the Law of Domestic and Personal Relations. He gradually obtained a good practice, and he was for several years Crown Counsel in excise cases. He became Sheriff of Renfrewshire in 1864, and in 1878 he was elected dean of the Faculty of Advocates. He was created a Queen's Counsel in 1880, and in the following year, on the retirement of Lord Gifford, he was appointed a Lord Ordinary of the Court of Session, and assumed the honorary title of Lord Fraser. He was a leading adherent of the Free Church of Scotland, and he had held briefs in many important ecclesiastical cases. He was also engaged in the memorable Yelverton divorce suit. Lord Fraser was married to the daughter of Mr. Sharpe, of Birmingham, and he leaves one son and four daughters.

Mr. ALBERT LEWIS, Q.C., judge of the Assistant Court of Appeal of Barbadoes, died on the 1st ult. Mr. Lewis was the son of Mr. Joseph Lewis, of St. Vincent, and was born in 1835. He was called to the bar at the Middle Temple in Hilary Term, 1870. He was for many years registrar of the courts in St. Vincent, and in 1879 he was appointed a Queen's Counsel in that island. He was appointed Attorney-General of Tobago in 1884, and he acted for a short time as Chief Justice of Tobago. He was afterwards for several years Chief Justice of St. Lucia, and a few months ago he was appointed a judge of the Assistant Court of Appeal of Barbadoes.

Mr. EDWARD BLEAYMIRE, solicitor (of the firm of Bleaymire & Shepherd), of Penrith and Appleby, died at Penrith on the 27th ult., after a long illness. Mr. Bleaymire was the son of Mr. Thomas Bleaymire, solicitor, of Penrith, and was born in 1824. He was admitted a solicitor in 1848, having been articled to his father, with whom he was formerly in partnership. More recently he was associated with Mr. James Parkinson Shepherd. He was for thirty-three years clerk to the county magistrates at Penrith, but a few months ago he resigned the office on account of failing health. He was also clerk to the commissioners of taxes. Mr. Bleaymire was a perpetual commissioner for the counties of Cumberland and Westmoreland, and he acted for many years as a Liberal election and registration agent. He was buried at Penrith on the 30th ult.

Mr. WALTER PRIDEAUX, solicitor, of Goldsmiths' Hall, Foster-lane, died on the 30th ult., at the age of eighty-three. Mr. Prideaux was born in 1806. He was educated at Plymouth Grammar School, and he was articled to Messrs. Woolcombe & Jago, of Cornhill, and to Mr. Alliston, of Freeman's-court, Cornhill. He was admitted a solicitor in 1829, and he shortly afterwards went into partnership with the late Mr. John Lane, whom he succeeded in 1851 in the office of clerk to the Goldsmiths' Company. He had been for many years in partnership with his sons, Messrs. Walter Sherburne Prideaux and Arthur Robert Prideaux. About seven years ago he resigned the clerkship to the Goldsmiths' Company, and was succeeded by Mr. W. S. Prideaux. Mr. Prideaux was buried at Great Stanmore on the 3rd inst.

APPOINTMENTS.

Mr. WILLIAM CHARLES CRIPPS, solicitor, of Tunbridge Wells, has been appointed Town Clerk of the newly-incorporated borough of Tunbridge Wells. Mr. Cripps was admitted a solicitor in 1877.

Mr. WILLIAM HARDINGE HASTINGS, solicitor, of Sidmouth, has been

appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY WILLIAM CRIPPS, Q.C., who has been elected Chairman of the Buckinghamshire Quarter Sessions in succession to the late Duke of Buckingham, is the eldest son of the Rev. Henry Cripps, and was born in 1815. He was educated at Winchester, and was formerly fellow of New College, Oxford. He was called to the bar at the Middle Temple in Easter Term, 1840, and he became a Queen's Counsel in 1866. He formerly practised on the Oxford Circuit and at the Parliamentary bar. Mr. Cripps is a bencher of the Middle Temple, of which society he was treasurer in 1880. He has been for many years vice-chairman of the Buckinghamshire Quarter Sessions, and he is also chancellor of the diocese of Oxford and recorder of Lichfield.

The Hon. THOMAS FRANCIS FREMANTLE, barrister, who succeeds Mr. Cripps, Q.C., as Vice-Chairman of the Buckinghamshire Quarter Sessions, is the eldest son of Lord Cottesloe, and was born in 1830. He was educated at Eton, and he was formerly scholar of Balliol College, Oxford. He obtained the Hertford Scholarship in 1849, and he graduated first class in Classics in 1852. He was called to the bar at the Inner Temple in Michaelmas Term, 1855, and he was formerly a member of the Western Circuit. Mr. Fremantle is a magistrate and deputy-lieutenant of Buckinghamshire, and he was M.P. for that county in the Conservative interest from 1876 till 1885.

Mr. CHARLES LISTER SHAND, barrister, has been appointed a Judge of County Courts for Circuit No. 6, on the resignation of Judge Thompson. Judge Shand is the only son of Mr. Alexander Shand, of Liverpool, and was born in 1847. He was educated at Trinity College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1870, and he has practised on the Northern Circuit.

Mr. CHARLES ERNEST HAWETT, solicitor, of Reading, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN BURNAN, solicitor, of Maidstone, has been appointed by the High Sheriff of Kent (Mr. Joseph Sebag Montefiore) to be Under-Sheriff of that county for the ensuing year. Mr. Burnan is registrar of the Maidstone County Court, and district registrar under the Judicature Acts. He was admitted a solicitor in 1855.

Mr. HERBERT PETER BODKIN, solicitor (of the firm of Scadding & Bodkin), of 23, Gordon-street, Gordon-square, has been appointed Clerk to the Finsbury Division of the County of London. His partner, Mr. Scadding, is Clerk to the St. Pancras and Holborn Divisions.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

CHARLES JAMES CROWTHER and ALEXANDER ALLAN MILLER, solicitors (Crowther & Miller), Liverpool. March 31. [Gazette, April 5.]

CHARLES OCTAVIUS NEWMAN, WILLIAM HAYS, HERMANN RUDOLF SCHMETTAU, and ARTHUR JOSEPH JEKYLL, solicitors (Newman, Hays, & Co.), 31, Abchurch-lane, London. March 30. So far as regards Arthur Joseph Jekyll. [Gazette, April 9.]

GENERAL.

The Commissioners for Oaths Bill was, on the 8th inst., committed to a Committee of the whole House, and, on the 9th inst., passed through committee.

The Lord Chief Justice announced on Wednesday that next week there would, if possible, be an extra court in *banco* for the purpose of disposing of motions, the only head of business, he said, which appeared at all to press or to be in arrear.

We regret to hear that Mr. F. G. A. Williams, barrister, one of the staff of the *Law Reports*, and one of the editors of *Seton on Decrees*, was on Thursday lying in a very critical condition; his illness being the result of a severe accident.

Mr. Justice Stephen, on Wednesday, sitting in a divisional court of the Queen's Bench, said he was sorry to hear that Mr. Baron Huddleston was very unwell, and would not be in a position to sit again on the bench for, at all events, some days to come, and that consequently two cases which had been partly heard by his learned brother and himself would have to go back into the cause list for hearing *de novo*.

"The great Jones County Calf case," says an American journal, "is once more uppermost at Waterloo, Iowa. The case has been in the courts since 1877, and has been tried six times. The action was for malicious prosecution, and at each trial, with one exception, the plaintiff secured a verdict, the judgments ranging from 1,000 dols. to 7,500 dols. The last trial was held in Black Hawk County in September last, and a verdict of 1,000 dols. was rendered for plaintiff. The value of the calves out of which the suit grew was 45 dols. The court costs thus far are about 3,500 dols."

"While holding a term of the Supreme Court at Augusta," says the *Albany Law Journal*, "Judge Walton sentenced a man to seven years in prison for a grave crime. The prisoner's counsel asked for a mitigation of the sentence on the ground that the prisoner's health was very poor. 'Your honour,' said he, 'I am satisfied that my client cannot live out half that term, and I beg of you to change the sentence.' 'Well, under those circumstances,' said the judge, 'I will change the sentence. I will make it for life instead of seven years.' The prisoner chose to abide by the original sentence, which the judge permitted him to elect."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT		Mr. Justice CHITTY.	
	No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.	
Monday, April	15	Mr. Rolt	Mr. Koe	Mr. Ward
Tuesday	16	Godfrey	Clowes	Pemberton
Wednesday	17	Rolt	Koe	Ward
Thursday	18	Godfrey	Clowes	Pemberton
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Monday, April	15	Mr. Pugh	Mr. Beal	Mr. Jackson
Tuesday	16	Lavie	Leach	Carrington
Wednesday	17	Pugh	Beal	Jackson
Thursday	18	Lavie	Leach	Carrington

The Easter Vacation will commence on Friday, the 19th day of April, and terminate on Tuesday, the 23rd day of April, 1889, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 5.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

AUTOMATIC MACHINE SYNDICATE, LIMITED.—Peta for winding up, presented March 30, directed to be heard before North, J., on April 13. Westcott, Strand, solors for petners.

BANKING, INSURANCE, AND RAILWAY CO-OPERATIVE STORES, LIMITED.—North, J., has, by an order dated March 30, appointed Oscar Berry, Monument House, Monument yard, to be official liquidator.

CANADIAN ASBESTOS AND ANTIMONY CO., LIMITED.—Peta for winding up, presented April 8, directed to be heard before Stirling, J., on Saturday, April 13. Kearsey & Co., Old Jewry, solors for petner.

DESKADA CORALIT AND COPPER MINES OF SPAIN, LIMITED.—Peta for winding up, presented April 3, directed to be heard before Chitty, J., on Saturday, April 13. Bradford, Queen Victoria st, solors and petner in person.

ECONOMIC CONTRACT CO., LIMITED.—Kay, J., has, by an order dated March 30, appointed Thomas Stephen Evans, 5 and 6, Bucklersbury, to be official liquidator.

GERAT YARMOUTH STREAM CARRYING CO., LIMITED.—By an order made by Kay, J., dated March 23, it was ordered that the company be wound up. Keene & Co., Seething lane, solors for petners. Kay, J., has fixed Tuesday, April 16, at 12, at his chambers, for appointment of official liquidator.

HENRY POUND, SON, & HUTCHINS, LIMITED.—Peta for winding up, presented April 3, directed to be heard before Kay, J., on Saturday, April 13. Beaumont & Co., Chancery lane, agents for Beaumont & Co., Maldon, solors for petners.

LONDON FLOCK CO., LIMITED.—North, J., has, by an order dated March 27, appointed Edward Thomas Duncombe Stokes, Newlands, Lansdowne rd, Wanstead, to be official liquidator.

PUBLIC COMPANIES SHARE TRUST, LIMITED.—Stirling, J., has, by an order dated March 15, appointed Henry Newson Smith, 37, Walbrook, to be official liquidator. Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts or claims, to the above. Wednesday, May 15, at 12, is appointed for hearing and adjudicating upon debts and claims.

SHEFFIELD NEWSPAPER CO., LIMITED.—Peta for winding up, presented April 1, directed to be heard before Stirling, J., on April 13. Indermair & Brown, Chancery lane, agents for Bradburn & Simpson, Liverpool, solors for petner.

SOUTH WALES SMELTING CO., LIMITED.—Peta for winding up, presented April 5, directed to be heard before Chitty, J., on April 13. Field & Co., Lincoln's inn fields, agents for Collins & Woods, Swansea, solors for petners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HUNCOAT MILL CO., LIMITED.—By an order made by the court, dated March 20, it was ordered that the company should be wound up. Addleshaw & Warburton, Manchester, agents for Hodgson & Roberts, Burnley, solors for petner.

JOHN OWEN & CO., LIMITED.—The Vice-Chancellor has, by an order dated March 4, appointed Thomas Mortimer, 100, King st, Manchester, to be official liquidator.

LEWIS PATENT LAMP CO., LIMITED.—Bristowe, V.C., has fixed Friday, April 12, at 12, at Duchy chmbr, Clarence st, Manchester, for the appointment of an official liquidator.

MANCHESTER BUILDERS' SUPPLY CO., LIMITED.—Peta for winding up, presented March 28, directed to be heard before Bristowe, V.C., at St. George's Hall, Liverpool, on Monday, April 15. Mawdsley & Hodson, Southport, solors for petner.

FRIENDLY SOCIETIES DISSOLVED.

BURNLEY DISTRICT BRANCH OF THE ANCIENT ORDER OF FORESTERS, Foresters' Hall, Lindsay st, Burnley, Lancashire. April 2.

DEVONPORT DOCKYARD MECHANICS' FRIENDLY UNION SOCIETY, White Lion Inn, King st, Devonport, Devon. April 3.

EAST LANCASHIRE PEOPLE'S FRIENDLY BURIAL SOCIETY, Acclington, Lancaster. April 2.

PRIDE OF TALWYN LODGE FRIENDLY SOCIETY, Butchers' Arms, Talwryn, Denbigh. March 30.

TYLDESLEY TONTINE BENEFIT SOCIETY, 211, Elliott st, Tyldesley, Lancaster. April 2.

SUSPENDED FOR TWO MONTHS.

GLENFIELD MALE FRIENDLY SOCIETY, Infant Schoolroom, Glenfield, Leicester. April 3.

London Gazette.—TUESDAY, April 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APPLBY BROTHERS, LIMITED.—By an order made by North, J., dated March 23, it was ordered that the voluntary winding up of the company be continued. Dubois & Co., Pancras lane, solors for petner.

BILLITER STREET OFFICES CO., LIMITED.—North, J., has, by an order dated March 27, appointed Frederick Whinney, 8, Old Jewry, to be official liquidator.

BRAITHWAITE MINING CO., LIMITED.—By an order made by Kay, J., dated March 30, it was ordered that the company be wound up. Langham, Bartlett's bldgs, Holborn circus, agent for Heaton, Burnley, solors for petner.

ORMEKOD GREENSON & CO., LIMITED.—By an order made by Stirling, J., dated March 30, it was ordered that the company be wound up. Eley, New Broad st, petner in person.

SWEDISH AND NORWEGIAN RAILWAY CO., LIMITED.—Peta for winding up, presented April 6, directed to be heard before Stirling, J., on May 4. Trinders & Co., Cornhill, solors for petners.

UNIVERSAL SIMPLEX TYPE WRITER, LIMITED.—By an order made by Chitty, J., dated March 30, it was ordered that the voluntary winding up of the company be continued. Fryer, Queen Victoria st, solors for petners.

UNLIMITED IN CHANCERY.

DAGGETT'S BOOT SOLE SYNDICATE. - By an order made by Chitty, J., dated March 30, it was ordered that the syndicate be wound up. Webb & Co., Queen Victoria st., solvers for petitioners.

PAIGINTON WATER CO. - Creditors are required, on or before May 11, to send their names and addresses, and the particulars of their debts or claims, to George Loudon Bridgman, Paiginton. Thursdays, May 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

FRIENDLY SOCIETIES DISSOLVED.

TALBOT AND ANSON PROVIDENT SOCIETY, Colwich Parish Room, Stafford. April 5
WEST FELTON FRIENDLY SOCIETY, Fox and Hounds Inn, West Felton, Salop. April 6

SUSPENDED FOR THREE MONTHS.

HOLCOT BENEFIT SOCIETY, Church Institute, Holcot, Northampton. April 4
LOYAL BROTHERS FRIENDLY SOCIETY, National School, Shepton Beauchamp, Ilminster, Somerset. April 4
VICTORIA FRIENDLY SOCIETY, National School, Burbage, Hinckley, Leicester. April 4

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

TOLKINN, HENRY, Williams ter, Chiswick, Pianoforte Manufacturer. May 1. Blackmore v Tolkin, Chitty, J. Ellis, Cullum st
WILLIAMS, WILLIAM HENRY NORTH, Thornton Heath, Surrey, Gent. April 30. Gunnell v Tomalin, Chitty, J. Gunnell, Golliman st, Doctors' Commons
London Gazette.—TUESDAY, April 2.
BRADSHAW, GEORGE, Burnley, Lancashire, Brush Maker. April 30. Taylor v Houghton, Registrar. Seddon, Booth st, Manchester
JONES, WILLIAM, Trefawr, Pembroke, Farmer. April 30. Morris v Jones North, J. Evans, Cardigan
STONE, JOHN WARREN, Woolfardisworthy. April 21. Stone v Stone, Stirling, J. Baker, Weston super Mare
PRICE, EMMA MARIA, Cheltenham, Gloucester. April 30. Thomas v Zachary, North, J. Wilmot, Fairfield, Gloucester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

ATKINS, WILLIAM, Canterbury rd, Kilburn, Gent. April 22. Peake & Co, Bedford row
BARTON, THOMAS, Wigan, Timber Merchant. April 18. Darlington & Sons, Wigan
CAPES, Rev. JOHN MOORE, Christchurch passage, Hampstead, Clerk. April 20. Harling & Co, Lincoln's inn fields
COURTNEY, ELIZA, Rutland gate. April 30. Baileys & Co, Berners st
COX, CATHERINE, Brixton rd. April 30. Fleming, Trinity sq, Southwark
DECENT, PETER, Dover, Superannuated Cinqus Ports Trinity Pilot. May 23. Lewis, Dover
DOSSON, MARY JANE, Kingston upon Hull. May 6. Reed & Co, Hull
EDWARDS, JANE, Worcester Park, Surrey. May 1. Barber & Son, Founders' Hall, St Swithin's lane
FISHER, WILLIAM, Oxford st, Draper's Buyer. April 1. Hutchinson, Gresham bldgs, Basinghall st
GREGSON, EDWARD, Blackpool, Photographer. April 25. Read, Blackpool
ION, JOHN HENRY, Lancaster Gate, Hyde Park, Licensed Victualler. April 27. Foulger & Brinkworth, Falcon ct, Fleet st
JAMES, JOSIAH, Chapel st, Finchley, Gent. April 25. Wells, Paternoster row
JARMAN, JANE, Canterbury. June 1. Sankey, Canterbury
JOHNSON, ANN, Worcester. April 30. Curtler & Co, Worcester
JONES, ROBERT, Chrisp st, Poplar. April 30. Marsh, Fen ct, Fenchurch st
JONES, SAMUEL, Blackpool, Fancy Cane Maker. May 1. W. A. & R. Ascroft, Blackpool
JONES, WILLIAM J.P., Northampton, Shoe Manufacturer. June 1. Dennis & Faulkner, Northampton
KEENE, EDWARD, Wexham, Buckingham, Shepherd. April 20. Barrett & Dean, Slough
LANGFORD, THOMAS, Brighton, Retired Jeweller. April 25. Wells, Paternoster row
LEDGER, GEORGE, Caroline st, Bedford sq, Gent. April 29. Finch & Co, Gray's inn sq
MAYMAN, ALFRED, Adelaide rd, South Hampstead, Photographer. March 30. Tooth, Lincoln's inn fields
MEDLICOTT, SAMUEL, Bowness on Solway, Cumberland, Clerk in Holy Orders. May 1. Little & Lamony, Penrith
MORRIS, THOMAS, Blackpool. May 1. W. A. & R. Ascroft, Blackpool
MILLER, EMMELINE MARY ANN, Southsea. April 22. Davis & Marcus, Chancery lane
RAIKES, TEMPERANCE SOPHIA, Goldhawk rd, Hammersmith. April 25. Frere & Co, Lincoln's inn fields
FREAKMAN, NATHANIEL, Worthenbury, Flint, Yeoman. April 1. Salter & Giles, Ellesmere, Salop
TREKIVING, JOSEPH, Devonport, retired Pawnbroker. May 7. Gard, Devonport
THURSTAN, JOHN, Northampton, Gent. May 1. Hinckley & Co, Lichfield
THOMAS, JAMES, Halifax, Wine Merchant. April 20. Jones, Halifax
WALKER, THOMAS, Collyhurst, Manchester, Gent. May 4. Heath & Sons, Manchester
WOOD, JAMES, Marple Bridge, nr Stockport, Bleacher. April 19. Sutton & Co, Manchester
WYNNE, EDWARD WILLIAMS, Liverpool, Coal Merchant. May 8. Collins & Co, Liverpool

London Gazette.—TUESDAY, March 26.

ARMSTRONG, EDWARD BRYAN, Brighton, Gent. May 1. Beck, Ironmongers Hall, E.C.
BRANDSALL, FREDERICK, Winthorpe, Nottingham, Gent. May 4. Brown, Nottingham
BENNETT, WILLIAM, Warrington, Builders' Merchant. May 1. Ridgway & Worsley, Warrington
BERRY, JOHN, Pittfield st, Hoxton, Licensed Victualler. April 27. Routh & Co, Southampton st, Bloomsbury
BEST, GEORGE HOOK, Snaith, Yorks, Innkeeper. April 14. Wilson & Leatham, Wakefield
BICKERSTAFF, JOHN, Warrington, Innkeeper. April 26. Edwin Austin Fox, Warrington
BIGGS, CHARLES SELBY, Lower Grosvenor pl. May 7. Cheston & Sons, Great Winchester st
BLAND, THOMAS EDWARD, Captain in H. M. 20th Regt., Onslow villas, South Kensington. June 25. F. A. & A. C. Doyle, Chancery lane

COLYER, JOHN EDMUNDS, Congleton, Chester, Clerk in Holy Orders May 1.

Dixon & Co, Bedford row

CRAMPTON, THOMAS RUSSELL, Victoria st, Westminster, Esq. April 30. Morgans & Harrison, Old Jewry

DUNLOP, JAMES, Birkenhead, Wheelwright. April 29. Reinhardt, Birkenhead

EAMER, JOHN GOULD, Gloucester. May 1. Winterbothams & Gurney, Cheltenham

ENTWISLE, JAMES, Bolton, Fent Merchant. May 9. Finney, Bolton

FAULKER, JAMES, Happisburgh, Norfolk, Farmer. May 1. Wilkinson, North Walsham

FUGGLE, JOSEPH, Tenterden, Kent, Grazier. April 21. Mace & Sons, Tenterden

GRAVES, GEORGE SCOTT, Welton, nr Spilsby, Farmer. May 20. Graves, Devonport

HANDY, EDWARD, Cheltenham, Gent. May 1. Winterbothams & Gurney, Cheltenham

HARTLEY, BENJAMIN, Ripon, retired Farmer. April 1. Fawcett & Co, Otley

HARTLEY, ELIZA, Ripon. April 1. Fawcett & Co, Otley

HOWE, JOSEPH, Penrith, Cumberland, Innkeeper. April 26. Arnison, Penrith

JAMES, SARAH, Redditch. April 30. F. W. James, Market pl, Redditch

JONES, ANN, Cwmaman, Aberdare, Innkeeper. April 30. Linton & Kenshole, Aberdare

JONES, SAMUEL, Bantaford hill, Bromsgrove, Worcester, Gent. May 23. J. & F. Holyoke, Droitwich

KAYE, JOSEPH, Huddersfield, Butcher. May 4. Fisher & Ruddock, Huddersfield

KNIGHT, CHARLES JOSEPH, York terr, Regent's pk. April 30. Hughes & Co, New Broad st

LANGDON, GEORGE FREDERICK WELLINGTON, Buckingham, Solicitor. May 4. Small, Buckingham

LLEWELLYN, DAVID, Fishponds, Stapleton, Gloucester, Gent. April 23. Stanley & Co, Bristol

MAILLARD, THOMAS DE CHARMS, Morven Lodge, Brecknock rd, Gent. May 8. Lovell & Co, Gray's inn sq

REYNOLDS, ROBERT, Carlton, Snaith, Yorks, Farmer. May 1. E. & T. Clark, Snaith

ROBINSON, WILLIAM GEORGE, New sq, Lincoln's inn, Barrister at law. April 16. Bonnett, Wolvehampton

RUSH, HAYWARD HENRY, Messing, Essex, Maltster. May 1. Crick & Freeman, Maldon

RUSSELL, HANNAH, Grove End rd, St John's Wood. April 30. Dod & Co, Berners street, W.

SAYWELL, RICHARD, Faversham, Kent, retired Cooper. June 18. Johnson, Faversham

THURSTAN, JOHN, Northampton, Gent. May 1. Hinckley & Co, Lichfield

WHITEWAY, MARIA, Gt Grimsby. May 1. Jackson, Hull

YATES, MARIA, Wiltshire, nr Blackburn. April 25. T. & R. C. Radcliffe, Blackburn

London Gazette.—FRIDAY, March 29.

BARRATT, RACHEL ELIZABETH, Oriol rd, Bootle. Ryland, Grove rd, Rock Ferry

BORWICK, GEORGE, Morven, Torquay, Esq. May 1. Houghtons & Byfield, Gracechurch st

BREES, ANN, Fentiman rd, Clapham rd. April 30. Cox, Clifford's inn

BROWNE, EDWARD NOYCE, Avenue Matignon, Paris Correspondent of Morning Post. April 10. Emanuel & Simmonds, Finsbury circus

CROUCH, JAMES FREDERICK, Pembroke Rectory, Hereford, Clerk in Holy Orders. May 1. Temple & Philip, Kingston

DUTCHMAN, DURRANT, Swaffham, Norfolk, Farmer. May 1. Winter, Swaffham

EDEN, ELIZABETH HARRIETT GEORGINA, Eaton sq. April 30. Pownall & Co, Staple inn

EDEN, PETER, Pendleton, Salford, Gent. May 27. Allen & Co, Manchester

ELMHIRST, MARIANNE, Springfield, Barnsley. April 17. Dixons & Horne, Wakefield

EVANS, DAVID ROWLANDS, Liverpool. April 12. Rowlands, Machynlleth

FRANKLIN, LOUISA, Exeter. May 10. Burch & Son, Exeter

FRASER, HONORA CONSTANCE, Bina gdns, South Kensington. April 27. Baker & Co, Lincoln's inn fields

FREEMAN, DANIEL, Bolsover st, Portland rd, Butcher. May 2. Pearce & Sons, Giltspur st

GEORGES, LOUISA RUTH, Eastbourne. May 14. Cookson & Co, Lincoln's inn fields

GOLDSMID, ANNA MARIA, Cambridge sq, Hyde pk. May 10. Emanuel & Simmonds, Finsbury circus

GRAVES, GEORGE SCOTT, Welton, nr Spilsby, Farmer. May 20. Graves, Devonport

GRAY, THOMAS, Spital Hill, nr Morpeth. May 1. Teale, Leyburn, R.S.O.

GREY, SAFAH, Highfield rd, Camberwell, Boroondara, Victoria, Australia. May 1. Wadeson & Malleson, Austin friars

HICKES, EDWARD, Gt Wilbraham, Cambs, Esq. May 8. Finch & Co, Gray's inn sq

JOHNSON, MARY ANN, Gt Mersey st, Liverpool. May 1. Jones & Co, Liverpool

JUSTICE, GEORGE, Jermyn st, Piccadilly, Commercial Clerk. April 27. Green, Finsbury pavement

KITSON, JOHN SHEPPARD, Huddersfield, Gent. May 6. Fisher & Ruddock, Huddersfield

KNOIGHT, WILLIAM HENRY, New Sleaford, Lincoln, Contractor for Public Works. May 10. Layton & Co, Liverpool

LEONARD, JOSEPH, Charlton, nr Staines, Market Gardener. May 1. Snow & Co, College hill, Cannon st

MANTLE, MATILDA, White Waltham, Berks. May 1. Spender, Maidenhead

MCGUFFOG, THOMAS, Longton, nr Preston, Gent. June 1. Banks & Co, Preston

MERRIAM, LEVI PARSONS, formerly High st, Homerton. April 30. Curtis-Hayward, Chancery lane

MYATT, JOHN, Fenton pk, Stafford, Farmer. March 31. Robinsons, Longton

NEUBOULT, JOSEPH, Lancham, Notts, Farmer. May 31. Mee & Co, Retford

PAINE, SAMUEL, Adolphus st, Deptford. May 1. Cook, Florence rd, New Cross

PASS, JOHN, Shoreham, Sussex, late Capt Durham Light Infantry. May 11. Jackson & Wright, Lincoln's inn fields

PEARCE, FREDERICK WOOD, East terr, Queen's rd, Battersea. April 27. Pope, Devereux ct, Temple

PEREDA, SARAH DE, Priory rd, Kilburn. May 30. Philbrick, Basinghall st

RICKARDS, GEORGE, Castleton, Marshfield, Mon, Tailor. May 1. Bradley, Cardiff

ROSE, DANIEL, Osprey st, Rotherhithe, Gent. May 8. Nash & Co, Queen st, Cheapside

SINCKOCK, HENRY CHARLES, Hailsham, Sussex. June 1. Coles & Co, Hailsham

SNOOK, EDMUND WALTER LEONARD, King st, Hammersmith. May 7. Waddington, Broadway, Hammersmith

TABBATT, ELIZABETH TRUFUSIS, East Stonehouse, Devon, Dentist. April 30. Rodd, jun, East Stonehouse

THOMAS, GEORGE, Drakelow, Derby, Butler. May 1. J. & W. J. Drewry, Burton on Trent
 THURSTAN, JOHN, Northampton, Gent. May 1. Hinckley & Co, Lichfield
 WALKER, ANDREW, Aston, Warwick, Gent. May 25. Canning & Canning, Birmingham
 WEBB, WILLIAM, Hereford, Gent. May 6. Webb, Pontypool
 WHITWORTH, JOHN, Measham, Derby, Grocer. April 30. Landor & Son, Rugeley, Stafford
 WILKINSON, EMMA ELIZABETH, Rugeley, Stafford. May 1. Du Moulin-Browne, Leamington
 WOOD, WILLIAM THOROLD, Lisbon. April 20. Miller & Co, Cophall ct
 YOUNG, ROBERT McLAREN, Arnold rd, Bow, Engineer. April 27. Wiggins, East India Dock rd

London Gazette.—TUESDAY, April 2.

ALINGTON, ALAN MARMADUKE, Bonniworth, Lincoln, Clerk in Holy Orders. May 1. Allison & Allison, Louth
 ANGELL, AMEY (otherwise AMEY WALLIS), Slade's Hill, Enfield. May 1. Kite, Queen Victoria st
 BARWIS, WILLIAM CUTHBERT, Northallerton, Yorks, Clerk in Holy Orders. April 17. Dixons & Horne, Wakefield
 BEARDWOOD, THOMAS, Edgworth, nr Bolton. May 1. Marsh, Bolton
 BROADFIELD, EDWARD, Kidderminster, Postmaster. May 4. Talbot, Kidderminster
 BURNS, ANDREW, Nottingham. May 13. Bell & Son, Sunderland
 CAMMACK, SARAH, Eardley crescent, South Kensington. May 10. Oldham & Marsh, Melton Mowbray
 CANE, MARY ELIZABETH, Brackenhurst, nr Southwell, Notts. May 15. Watson & Co, Nottingham
 CANE, MARY, Brackenhurst, nr Southwell, Notts. May 15. Watson & Co, Nottingham
 CANE, THOMAS COATS, the younger, Brackenhurst, nr Southwell, Notts, Gent. May 15. Watson & Co, Nottingham
 CLARK, AMY SOPHIA PRICE, Gaisford st, Kentish Town. May 15. Rooks & Co, King st, Cheshire
 COOPER, FRANCES, Odiham, Southampton. April 30. Noon & Clarke, Great St Helens
 CLARK, RICHARD, Leverton, Linc, Farmer. April 3. Waite & Co, Boston
 DAVIES, LEWIS JONES, Merthyr Tydfil, retired Licensed Victualler. April 30. Simons & Pews, Merthyr Tydfil
 ELMUNDS, HENRY, Edgbaston, Warwick, Gent. May 1. Beale & Co, Birmingham
 EDWARDS, DIANA MARIA, Rhuddlan, Flint. May 15. Masters & Rogers, Liverpool
 FOWLER, JOHN, Preston on Tees, Durham, Civil Engineer. April 10. Fowler, Stockton on Tees
 GAMMON, ELIZABETH SAVERY, Edgbaston, Warwick. May 1. Beale & Co, Birmingham
 GRAVES, GEORGE SCOTT, Welton, nr Spilsby, Farmer. May 20. Graves, Devonport
 GRUNDY, THOMAS, Preston, formerly Prison Warder. April 15. Clarke, Preston

HAITT, JOHN, Quinton, Gloucester, Esq. May 10. Kendall, Bourton on the Water
 JACKSON, ELIZABETH, Shirley, Warwick. May 1. Beale & Co, Birmingham
 JAMES, WILLIAM, Rodborough, Gloucester, Farmer. April 12. Davis, Stroud
 LEES, WILLIAM NASSAU, Grosvenor st, Major General in H.M. Indian Army. May 6. Baker & Co, Lincoln's inn fields
 LEE, WILLIAM, Curran rd, Shoreditch, Spring Mattress Manufacturer. April 30. Reeve, Carey lane
 LILLEY, WILLIAM EADEN, Cambridge, Warehouseman. June 24. Eaden & Knowles, Cambridge
 METCALFE, MATTHEW, Hushwaite, Yorks, Farmer. April 20. Robinson & Son, Easingwold
 MORGAN, LEWIS, Nelson, Llanfalon, Glam, Innkeeper. May 2. Leigh, Cardiff
 MOXON, JOHN, Patchull rd, Kentish Town, Esq. May 6. Simpson & Co, Moor-gate st
 MURCHE, WILLIAM POLLARD, Greenover, Brixham, Devon, Gent. May 11. Satchell & Chapple, Queen st, Chapside
 NUNN, WILLIAM, Campbell rd, Holloway. April 25. Hughes & Beadles, Bedford row
 OAKLEY, ELLEN, Cathcart rd, South Kensington. April 26. Fishers & Reece, Essex st, Strand
 PARRISH, JOSEPH, Edgbaston, Warwick, Gent. May 14. Cottrell & Son, Birmingham
 PRIEST, THOMAS, St James's rd, Croydon. May 1. Seagrave & Woods, Chancery lane
 PULESTON, ELIAS, Wem, Salop, Mercer. May 30. Lucas, Wem
 SHEPMAN, WILLIAM, New Humberstone, Leicester, Worsted Spinner. May 14. Stevenson & Son, Leicester
 SIDDONS, ELIZABETH, Leicester. May 14. Stevenson & Son, Leicester
 SIMPSON, ROBERT FORSTH, Sunderland, Master Mariner. May 13. Bell & Son, Sunderland
 SLACK, JAMES, Bettridge rd, Fulham, retired Hair Dresser. April 12. Taylor, Essex st, Strand
 STAVENS JESSE, Stamford st, Blackfriars, Licensed Victualler. April 27. H. J. & T. Child, Paul's Bakehouse court, Doctors' Commons
 WALKER, DINAH, Huddersfield. April 15. Welsh & W. Sykes, Huddersfield
 UPTON, JOHN, Sherwood, Nottingham, Gent. May 4. Richards, Nottingham
 WITHERS, FRANCIS, Haddo villas, Blackheath. May 14. Johnson & Co, Austin-friars
 WOOD, RICHARD, Flockton, nr Wakefield, Farmer. May 14. Lister & Pickersgill, Wakefield

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 5.

RECEIVING ORDERS.

ADAMS, BENJAMIN, Portsea, Hants, Printer, Portsmouth. Pet March 29. Ord March 29
 ANDREWS, WILLIAM, Ipswich, Innkeeper Ipswich. Pet March 30. Ord March 30
 ARNETT, HARRY JOHN, Oxford, Builder Oxford. Pet April 1. Ord April 1
 BALL, H., Villiers rd, Willesden lane, Builder High Court. Pet March 14. Ord April 2
 BIERCKE, JOHN, Queensbury, nr Halifax, Farmer Halifax. Pet April 2. Ord April 2
 BISHOP, FREDERICK, and HERBERT REYNOLDS, Watford, Herts, Lamp Makers St Albans. Pet March 30. Ord March 30
 BREWSTER, ROBERT, Cheltenham, Dentist Cheltenham. Pet April 1. Ord April 1
 BURTON, FRANCIS CHADBOURN, Nottingham, Joiner Nottingham. Pet April 3. Ord April 3
 CHARLES, JOHN, North Kelsey, Linc, Builder Great Grimsby. Pet April 1. Ord April 1
 DAVIES, GRIFFITH, Llandisilio, Pemb, Butcher Pembroke Dock. Pet March 22. Ord April 1
 DAWSON, GEORGE ADOLPHUS RALPH, Upper Baker st, no occupation High Court. Pet March 7. Ord April 2
 EVANS, RICHARD WHITMOKE, Wolverhampton, Licensed Victualler Wolverhampton. Pet April 2. Ord April 2
 FULCHER, WILLIAM NICHOLS, Great Yarmouth, Baker Great Yarmouth. Pet April 1. Ord April 1
 HARDING, THOMAS, Milton, Stourport, Worc, Baker Kidderminster. Pet March 28. Ord March 28
 HARRISON, JOSEPH, Stourport, Worc, Publican Kidderminster. Pet April 2. Ord April 2
 HILL, ALFRED, Oswestry, Mon, Check Weigher Tredgar. Pet April 3. Ord April 3
 HODGSON, JOSEPH, Brighouse, Yorks, Tailor Halifax. Pet April 2. Ord April 2
 HOLLAND, WILLIAM, Darley, Derbyshire, Grocer Derby. Pet April 2. Ord April 2
 HOWES, JAMES BAXTER, Norwich, Boot Manufacturer Norwich. Pet April 1. Ord April 1
 HUTCHINGS, JAMES, West Buckland, Somerset, late Innkeeper Taunton. Pet March 30. Ord March 30
 IVISON, ANN, Scotby, Wetheral, Cumberland, Market Gardener Carlisle. Pet April 2. Ord April 2
 LASSEN, HENRY, Kingston upon Hull, Commission Agent Kingston upon Hull. Pet April 3. Ord April 3
 MANN, SAM, Halifax, Contractor Halifax. Pet April 3. Ord April 3
 NORMAN, WILLIAM FRANCIS, Leamington, Chemist Warwick. Pet April 1. Ord April 1
 OWEN, ROBERT, Beddgelert, Carnarvonshire, Carter Newtown. Pet April 1. Ord April 1
 OWENS, JOHN GLYNN, Blaenau Ffestiniog, Merioneth, Blacksmith Blaenau Ffestiniog. Pet April 1. Ord April 1

POWELL, WALTER ARTHUR, Bury st, St James's, Gent High Court. Pet March 15. Ord April 3
 PROCTOR, ALFRED WILLIAM, Nottingham, late Accountant Nottingham. Pet March 26. Ord March 30
 RHODES, GEORGE, Market pl, Seven Sister's rd, Provision Dealer Edmonton. Pet March 21. Ord April 1
 ROBERTS, DAVID, Liverpool, Saddler Liverpool. Pet April 3. Ord April 3
 ROBERTS, JOSEPH, Denbigh, Tailor Bangor. Pet April 1. Ord April 1
 ROBSON, EDWARD, Glaisdale, Yorks, late Commercial Traveller Stockton on Tees and Middlesbrough. Pet April 2. Ord April 2
 ROGERS, JAMES, Upper Hale, Farnham, Grocer Guildford and Godalming. Pet April 1. Ord April 1
 ROWLEY, MICHAEL JOHN, Blandford st, Portman sq, Commercial Traveller High Court. Pet April 1. Ord April 1
 RUNDLE, PHILIP, Colebrook, Flympont St Mary, Devon, Smith East Stonehouse. Pet April 2. Ord April 2
 SCHOFIELD, JOSEPH, Halifax, Whitesmith Halifax. Pet April 3. Ord April 3
 SCOTT, JAMES, Gateshead, Painter Newcastle on Tyne. Pet April 1. Ord April 1
 SEDGEMOND, THOMAS, Falmouth, Grocer Truro. Pet April 1. Ord April 1
 SEWELL, JOHN, Darlington, Innkeeper Stockton on Tees and Middlesbrough. Pet April 1. Ord April 1
 SOWTER, BENJAMIN, Wolstanton, Staffs, Coal Merchant Hanley, Burslem, and Tunstall. Pet April 1. Ord April 1
 STEPHENS, HENRY POTTINGER, late Catherine st, Strand, Journalist High Court. Pet Dec 3. Ord April 1
 TAYLOR, RICHARD, Ffrwd, Cymmau, Flint, Publican Wrexham. Pet April 3. Ord April 3
 TAYLOR, THOMAS STOKES, Charlotte st, Blackfriars rd, Hatter High Court. Pet April 2. Ord April 2
 THORRINGTON, WILLIAM, Wednesbury, Boot Dealer Walsall. Pet April 1. Ord April 1
 WILSON, GEORGE HENRY, Fulham rd, Manager to an Auctioneer High Court. Pet April 1. Ord April 1
 WOOD, ENOCH BACIE, Brierley Hill, Staffs, Charter-master Dudley. Pet April 1. Ord April 1
 The following amended notice is substituted for that published in the London Gazette, March 19.
 CURA, J., Bromells rd, Clapham, Restaurateur Wandsworth. Pet Feb 1. Ord March 14

FIRST MEETINGS.

ADAMS, ANTHONY, late of Kingston on Thames April 16 at 1.30, Carey st, Lincoln's inn
 ANDREWS, WILLIAM, Ipswich, Innkeeper April 12 at 11.30 Off Rec, Ipswich
 BALL, HENRY, Trudoxhill, Nunney, Somerset, Farmer April 16 at 1.15 George Hotel, Frome
 BANKS, BENJAMIN, Folkestone, Kent, Chemist April 13 at 12 Bankruptcy bldgs, Lincoln's inn

BIRKBECK, JOHN, Queensbury, nr Halifax, Farmer April 17 at 12 Off Rec, Halifax
 BIRKS, ENOCH, Wednesbury, Pattern Maker May 1 at 11.15 Off Rec, Walsall
 BRADSHAW, JAMES, Birmingham, Edge Tool Hardener April 16 at 12.25 Colmore row, Birmingham
 BREWSTER, ROBERT, Cheltenham, Dentist April 13 at 4.15 County Court Office, Cheltenham
 COATHRUP, GEORGE CHARLES, St Asaph, Flint, Hotel Keeper April 15 at 2.30 Bankruptcy Office, Crypt chhrs, Chester
 EAST, JAMES, Carlisle mansions, Westminster, Actor April 16 at 11.30 Carey st, Lincoln's inn
 ESCLICK, STEPHEN JOSEPH, Liverpool, School Furniture Manufacturer April 16 at 12 Off Rec, 35, Victoria st, Liverpool
 FRIGERIO, ANGELO, Hulme, Manchester, late Cabinet Maker April 12 at 11.30 Off Rec, Ogden's chhrs, Bridge st, Manchester
 GIBSON, ALBERT GEORGE, Leeds, Rent Collector April 15 at 11 Off Rec, 32, Park row, Leeds
 GOULD, EDWARD, Lansdowne rd, Tottenham, Gent April 12 at 12 No. 16 Room, 30 and 31, St Switilda's lane
 GREENY, JOHN, Swindon, Leices, Grocer April 15 at 3 Off Rec, 23, Friar lane, Leicester
 GREGORY, JOHN, Loughborough, late Picture Frame Maker April 15 at 12.30 Off Rec, 23, Friar lane, Leicester
 GRONOW, SYLVANUS, Newport, Mon, Coal Merchant April 13 at 12 Off Rec, 12, Tredgar pl, Newport, Mon
 HODGSON, JOSEPH, Brighouse, Yorks, Tailor April 17 at 11 Off Rec, Halifax
 HOLLAND, WILLIAM, Darley, Derby, Grocer April 13 at 10 Off Rec, St James's chhrs, Derby
 HOLLEY, GEORGE, Yeovil, Somerset, Cabinet Maker April 13 at 3 Off Rec, Salisbury
 HOWES, JAMES BAXTER, Norwich, Bootmaker April 13 at 12 Off Rec, 8, King st, Norwich
 HUBBARD, ALFRED, St Leonard's terr, Chelsea, Publican April 16 at 2.30 33, Carey st, Lincoln's inn
 IVISON, ANN, Scotby, Wetheral, Cumberland, Market Gardener April 16 at 12 Off Rec, 34, Fisher st, Carlisle
 KEMISHALL, CHARLES, Brighton, Baker April 12 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 KNIGHTS, HARRY WILLIAM, Felkistowe, Suffolk, Blacksmith April 12 at 10.30 Off Rec, Ipswich
 LANGFORD, JOHN, Dover st, Piccadilly, Club Proprietor April 16 at 12 Bankruptcy bldgs, Lincoln's inn
 LAWRENCE, CHARLES LENDON, Hereford, Joiner May 3 at 10.2 Off Rec, Hereford
 MANN, SAM, Halifax, Contractor April 17 at 11.30 Off Rec, Halifax
 MARRISON, BENJAMIN RAY, Norwich, late Grocer April 13 at 11 Off Rec, 8, King st, Norwich
 MOWHINIE, JAMES ALEXANDER, and WILLIAM EDWARD LEIGH, Manchester, Fancy Box Makers April 12 at 11 Off Rec, Ogden's chhrs, Bridge st, Manchester

NAYLOR, JOHN RAILSFORD, Sheffield, Butcher Apr 16 at 3 Off Rec, Fictree lane, Sheffield.
 PRICE, CHARLES, Leominster, Herefordshire, Baker April 25 at 10 25 Corn sq, Leominster.
 PULLIN, ALFRED THOMAS, Paigot rd, Stamford hill, Hosiery April 12 at 3 119, Victoria st, Westminster.
 ROBINSON, JOSEPH HENRY, Kendal, Commission Agent April 13 at 11.30 37, Stramonsgate, Kendal.
 SCHOFIELD, JOSEPH, Halifax, Whitesmith April 17 at 12.30 Off Rec, Halifax.
 SCOTT, JAMES, Gateshead, Painter April 15 at 10.30 Off Rec, Pink lane, Newcastle on Tyne.
 SIMCOX, ENOCH, Willenhall, Staffs, Grocer April 15 at 12 Off Rec, Wolverhampton.
 SIMMAN, CARL, Nottingham, late Silk Merchant Apr 24 at 12 Off Rec, 1, High pavement, Nottingham.
 SIMMS, THOMAS CROWTHER, Barugh, nr Barnsley, Farm Labourer April 18 at 10 Off Rec, 1, Hanson st, Barnsley.
 SMYTH, WILLIAM, Leeds, Perambulator Maker Apr 15 at 12 Off Rec, 22, Park row, Leeds.
 STICKLER, HENRY CHARLES, Frome, Somerset, Watchmaker April 15 at 12.30 Off Rec, Bank chbrs, Bristol.
 TAYLOR, WILLIAM CHARLES, Curdworth, nr Birmingham, Tutor in Agriculture April 16 at 11 25, Colmore row, Birmingham.
 WRIGHT, RICHARD, Leicester, Commission Agent April 19 at 12.30 Off Rec, 25, Friar lane, Leicester.

ADJUDICATIONS.

ADAMS, BENJAMIN, Portsea, Hants, Printer Portsmouth Pet March 29 Ord March 29.
 ADCOCK, RICHARD, Knockholt, Kent, Contractor Tunbridge Wells Pet March 25 Ord April 1.
 ANDREW, EDWARD, jun, Berriew, Montgomery, Butcher Newtown Pet March 3 Ord April 2.
 ANDREWS, WILLIAM, Ipswich, Innkeeper Ipswich Pet March 30 Ord March 30.
 BREWSTER, ROBERT, Cheltenham, Dentist Cheltenham Pet April 1 Ord April 1.
 BURTON, FRANCIS CHADBURN, Nottingham, Joiner Nottingham Pet April 3 Ord April 3.
 CALVERT, GEORGE EDMUND, Hedon in Holderness, Yorks, Gent Kingston upon Hull Pet March 2 Ord April 2.
 CHARLES, JOHN, North Kelsey, Lines, Builder Gt Grimsby Pet April 1 Ord April 1.
 CLARK, JOSEPH WALTER, Launceston, Grocer East Stonehouse Pet March 13 Ord April 3.
 CURA, J., Bromells rd, Clapham, Restaurateur Wandsworth Pet Feb 1 Ord March 26.
 DODDS, JOSEPH, Stockton on Tees, late Solicitor High Court Pet March 11 Ord April 2.
 EVANS, GEORGE HAMILTON, Warwick sq, Pimlico, Gent High Court Pet Jan 24 Ord April 2.
 EVANS, RICHARD, WHITMORE, Wolverhampton, Licensed Victualler Wolverhampton Pet April 2 Ord April 2.
 FARRER, T. H., Norfolk st, Park lane High Court Pet Dec 18 Ord April 1.
 FULCHER, WILLIAM NICHOLS, Gt Yarmouth, Baker Gt Yarmouth Pet April 1 Ord April 1.
 HARDING, THOMAS, Milton, Stourport, Worcestershire, Baker Kidderminster Pet March 25 Ord April 1.
 HARDWICK, WILLIAM THOMAS, Eastbourne, Grocer Eastbourne Pet March 26 Ord April 3.
 HARDY, ROBERT, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet March 25 Ord April 2.
 HARRIS, JOHN, Trebourn, St Germans, Cornwall, Farmer East Stonehouse Pet March 18 Ord April 3.
 HARRISON, JOSEPH, Stourport, Wore, Publican Kidderminster Pet April 2 Ord April 2.
 HILL, ALFRED, Cwmillery, Mon, Check Weigher Tredegar Pet April 2 Ord April 3.
 HOLLAND, WILLIAM, Darley, Derbyshire, Grocer Derby Pet April 2 Ord April 2.
 HOWES, JAMES BAXTER, Norwich, Foot Manufacturer Norwich Pet March 30 Ord April 1.
 HUCHINGS, JAMES, West Buckland, Somerset, late Innkeeper Taunton Pet March 30 Ord March 10.
 IVISON, ANN, Scotby, Wetheral, Cumberland, Market Gardener Carlisle Pet April 2 Ord April 2.
 KENT, THOMAS, Hastings, Builder Hastings Pet Feb 27 Ord April 1.
 KNOTTS, ALFRED WILLIAM, Leytonstone, late Licensed Victualler High Court Pet March 5 Ord April 1.
 LASSER, HENRY, Kingston upon Hull, Commission Agent Kingston upon Hull Pet April 3 Ord April 3.
 LOWE, FREDERICK AUGUSTUS WHITMORE, Theobalds rd, Bedford row, Solicitor High Court Pet Feb 5 Ord April 2.
 MANDEVILLE, VISCOUNT, Charlotte st, Bedford sq High Court Pet April 2 Ord June 4.
 MANN, SAM, Halifax, Contractor Halifax Pet April 3 Ord April 3.
 MARSHALL, FANNY, Kensington Grns sq, Lodging House Keeper High Court Pet Feb 15 Ord April 1.
 MORGAN, THOMAS, Pontypridd, Glam, Butcher Pontypridd Pet March 26 Ord March 28.
 NORRIS, HENRY, Southampton, Bootmaker Southampton Pet March 29 Ord April 1.
 OWEN, WILLIAM, Pendre Llanrwst, Denbigh, Grocer Portmadoc and Blaenau Ffestiniog Pet March 14 Ord April 1.
 OWENS, JOHN GLYNN, Blaenau Ffestiniog, Merioneth, Blacksmith Blaenau Ffestiniog Pet March 30 Ord April 1.
 PARROTT, JABEZ, Ashton under Lyne, Grocer Ashton under Lyne Pet Feb 25 Ord March 1.
 ROBSON, EDWARD, Glaisdale, Yorks, late Commercial Traveller Stockton on Tees and Middlesborough Pet April 2 Ord April 2.

ROWLEY, MICHAEL JOHN, Blandford st, Portman sq, Commercial Traveller High Court Pet April 1 Ord April 1.
 SCHOFIELD, JOSEPH, Halifax, Whitesmith Halifax Pet April 3 Ord April 3.
 SCOTT, JAMES, Gateshead, Painter Newcastle on Tyne Pet April 1 Ord April 1.
 SEDGEMOND, THOMAS, Falmouth, Grocer Truro Pet April 1 Ord April 1.
 SERJEANT, W. C. ELDON, residence unknown, Gent High Court Pet Dec 15 Ord April 2.
 SEWELL, JOHN, Darlington, Innkeeper Stockton on Tees and Middlesborough Pet March 30 Ord April 1.
 SHAW, FREDERICK JAMES, Reading, Sugar Boiler Reading Pet March 2 Ord April 1.
 TAYLOR, RICHARD, Ffrwd, Cymmau, Flin', Publican Wrexham Pet April 3 Ord April 3.
 WILSON, GEORGE HENRY, Fulham rd, Manager to an Auctioneer High Court Pet April 1 Ord April 1.
 WOOD, ENOCH BACHE, Brierley Hill, Staffs, Chartermaster Dudley Pet April 1 Ord April 1.

ADJUDICATION ANNULED.

JONES, JOHN, Liverpool, Clerk Liverpool Adjud Oct 27, 1883 Annual March 29.

London Gazette.—TUESDAY, April 9.

RECEIVING ORDERS.

ATTENBOROUGH, GEORGE, West Bridgford, Notts, Machinist Nottingham Pet April 5 Ord April 5.
 BAKER, ALBERT RICHARD, Brighton, Provision Merchant Brighton Pet April 6 Ord April 6.
 BOWYER, ALBERT EDWIN, Withersfield, Suffolk, Miller Cambridge Pet April 6 Ord April 6.
 BRICE, SAMUEL, Sheepcot, Walsham, Kent, Farmer Canterbury Pet March 20 Ord April 5.
 FOSTER, KATE, Store st, Tottenham ct rd, Licensed Victualler High Court Pet April 4 Ord April 4.
 FRANKEL, HERMAN, Manningham, Bradford, Stuff Merchant Bradford Pet April 5 Ord April 5.
 HANDLEY, EDWARD THOMAS, Rinton, Upper Gornal, Sedgely, Staffordshire, Sanitary Inspector Dudley Pet March 25 Ord April 1.
 JOHNSON, MARY, Sheffield, Hatter Sheffield Pet March 15 Ord April 4.
 JONES, JAMES, Barrow in Furness, Labourer Barrow in Furness Pet April 3 Ord April 3.
 KING, WILLIAM, Wortley, Yorks, Cloth Manufacturer Leeds Pet April 5 Ord April 5.
 LEACH, HENRY JOHN CHARLES, Ilfracombe, Draper Barnstaple Pet April 4 Ord April 4.
 LEE, ALBERT EDWIN, West Cowes, I W, Bootmaker Newport and Ryde Pet April 2 Ord April 2.
 LEWIS, EDWIN JOHN, Eastleigh, Southampton, Butcher Southampton Pet April 4 Ord April 4.
 LEHMAN, E. North row, Covent gdn, Fruit Merchant High Court Pet Feb 19 Ord April 5.
 MARTIN, JOHN, Loughborough, Surveyor Leicester Pet April 4 Ord April 4.
 MARTINDALE, JOHN, Bowness, Westmorland, Builder Kendal Pet April 5 Ord April 5.
 MOORE, ABRAHAM, Wrenbury, Chemist Wolverhampton Pet April 4 Ord April 4.
 MOORE, JOHN, Liverpool, Car Proprietor Liverpool Pet April 5 Ord April 5.
 MORRIS, ISAAC, Denbigh, Bootmaker Bangor Pet April 5 Ord April 5.
 NEWMAN, EDWARD WALLACE, Royal Leamington Spa, Tobacconist Warwick Pet April 6 Ord April 6.
 ORCHARD, RICHARD, Porthleven, Cornwall, Fisherman Truro Pet April 4 Ord April 4.
 PARKER, TITUS HENRY, Newport, Mon, Solicitor Newport, Mon Pet March 26 Ord April 5.
 PARMITER, JOHN, Ewyas Harold, Herefordshire, Butcher Hereford Pet April 5 Ord April 5.
 PELL, LOUIS, Aldershot, Coal Merchant Guildford and Godalming Pet April 3 Ord April 3.
 PICKARD, WILLIAM, Ainsley, nr Leeds, formerly Butcher Leeds Pet April 4 Ord April 4.
 POYLE, FRANK HENRY, Weston super Mare, Somerset Journeyman Freestone Mason Bridgwater Pet April 4 Ord April 4.
 PRICEARD, T. C. late Duler Rhayader, Radnorshire High Court Pet Oct 27 Ord Feb 22.
 RAWCLIFFE, JOSEPH, Barrow in Furness, Commercial Traveller Barrow in Furness Pet April 5 Ord April 5.
 REYNOLDS, JOHN, Beaufort, Brecknock, Licensed Victualler Tredegar Pet April 4 Ord April 4.
 ROBERTS, ELIAS, Porthmawr, Carnarvonshire, Ship Broker Bangor Pet April 6 Ord April 6.
 SMITH, CRICHTON, late Liverpool, Fruit Merchant Liverpool Pet April 3 Ord April 5.
 SWANBRICK, THOMAS, Chorlton upon Medlock, Manchester, late Tripe Dresser Manchester Pet April 4 Ord April 4.
 THOMAS, WILLIAM, Troedriwfuwch, Gellygaer, Glam, Grocer Methyr Tydfil Pet April 3 Ord April 4.
 WATTS, ALFRED AUGUSTUS, Ipswich, Solicitor Ipswich Pet April 3 Ord April 3.
 WEAVER, FRANCIS JOHN, Weston super Mare, Somerset, Tea Dealer Bridgwater Pet April 5 Ord April 5.
 WEIR, JOHN, Aldermanbury, Boot Dealer High Court Pet March 25 Ord April 4.
 WHITELEY, THOMAS, and SAMUEL WHITELEY, Brighouse, Yorks, Cotton Doublers Halifax Pet April 4 Ord April 4.
 WILKS, JOHN, Swansea, Butcher Swansea Pet April 1 Ord April 1.
 WOOLHOUSE, WYNNDIAM SPARKES, Kingston, late Capt Manchester Regiment Kingston, Surrey Pet April 4 Ord April 4.
 YEWDALE, JOHN, Bridport, Dorset, Gent Dorchester Pet April 6 Ord April 6.

FIRST MEETINGS.

ADAMS, BENJAMIN, Portsea, Hants, Printer April 24 at 4 166, Queen st, Portsea.
 ASPEAY, THOMAS NEVILLE, Eastbourne ter, Paddington, Dentist April 17 at 1 33, Carey st, Lincoln's inn.
 BAILLY, MARY, and GEORGE CLAYDON, West Wratting, Cambs, Farmer April 19 at 12 Off Rec, 5 Petty Cury, Cambridge.
 BEATSON, JOSEPH HENRY, Thornhill Lees, nr Dewsbury, Grocer April 16 at 4 Off Rec, Bank chambers, Batley.
 BELL, HENRY, Dewsbury, Draper April 16 at 2.30 Off Rec, Bank chambers, Batley.
 BESLY, G. H., Stamford st, Surrey, Builder April 15 at 11 33, Carey st, Lincoln's inn.
 BOWYER, ALBERT EDWIN, Withersfield, Suffolk, Miller April 15 at 11.30 Off Rec, 5, Petty Cury, Cambridge.
 CARSON, ALFRED, Manchester, Builder April 16 at 11 Off Rec, Ogden's chambers, Bridge st, Manchester.
 CLARK, JOSEPH WALTER, Launceston, Grocer April 18 at 3 10, Athenaeum ter, Plymouth.
 COLLIER, GEORGE ROBERT, Seaton, nr Hornsea, Yorks, Farmer April 16 at 12 Off Rec, Trinity House lane, Hull.
 DAVIES, GRIFFITH, Llandissill, Pembs, Butcher April 17 at 11 Off Rec, 11, Quay st, Carmarthen.
 DENBIGH, HENRY GILBERTSON, Headingley, Leeds, late Woollen Agent April 17 at 11 Off Rec, 22, Park row, Leeds.
 FULCHER, WILLIAM NICHOLS, Gt Yarmouth, Baker April 20 at 12 Off Rec, 5, King st, Norwich.
 HARDING, THOMAS, Stourport, Worcestershire, Baker April 17 at 2.15 A. W. Crowther, solor, Kidderminster.
 HARDWICK, WILLIAM THOMAS, Eastbourne, Grocer April 17 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn.
 HARDY, ROBERT, Kingston upon Hull, Furniture Dealer April 16 at 11 Off Rec, Trinity House lane, Hull.
 HARRIS, JOHN, Trebourn, St Germans, Cornwall, Farmer April 15 at 11 10, Athenaeum ter, Plymouth.
 HARRISON, JOSEPH, Stourport, Worcestershire, Publican April 17 at 2 A. W. Crowther, solor, Kidderminster.
 HAET, DAVID, Basinghall st, Colonial Merchant April 17 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 JONES, WILLIAM HENRY, Ebury st, Boot Maker April 17 at 11 33, Carey st, Lincoln's inn.
 LAWRENCE, ALEXANDER MACCLESFIELD, St Helen's pl, Australian Merchant April 18 at 11 Bankruptcy bldgs, Lincoln's inn fields.
 LEE, ALBERT EDWIN, West Cowes, I. W., Boot Maker April 17 at 2 Holyrood chmbrs, Newport, I. W.
 LETT, C. A. W., Bridge st, Westminster April 17 at 12 33, Carey st, Lincoln's inn.
 MORGAN, JAMES THOMAS, St Dunstan's Hill, Fish Salesman April 17 at 2.30 Bankruptcy bldgs, Lincoln's inn fields.
 NORMAN, WILLIAM FRANCIS, Leamington, Chemist April 16 at 11 Off Rec, 17, Hertford st, Coventry.
 OWEN, ROBERT, Beddgelert, Carnarvon, Carter April 16 at 1 Off Rec, Llandidloes.
 PARKER, TITUS HENRY, Newport, Mon, Solicitor April 25 at 12 Off Rec, 12, Tredegar pl, Newport, Mon.
 PARKINSON, WILLIAM, Poulters le fylde, Lancs, Gent April 17 at 3 Off Rec, 14, Chapel st, Preston.
 PORTER, GEORGE, Lancers, Hants, Greengrocer April 21 at 3.30 163, Queen st, Portsea.
 RIBBONS, G. H., late Threadneedle st, Shothand Reporter April 17 at 2.20 33, Carey st, Lincoln's inn.
 ROBERTS, JOSEPH, Denbigh, Taylor April 25 at 2.30 Bankruptcy Office, Crypt chambers, Chester.
 RONALD, JOHN, King's rd, Chelsea, Grocer April 17 at 12 Bankruptcy bldgs, Lincoln's inn.
 SAMUEL, HANNAH, Holloway rd, Ironmonger April 17 at 12 Bankruptcy bldgs, Lincoln's inn.
 SEDGEMOND, THOMAS, Falmouth, Grocer April 16 at 12 Off Rec, Boscawen st, Truro.
 SEDGWICK, JOSEPH, Bethnal grn rd, E., Draper April 17 at 2.30 Bankruptcy bldgs, Lincoln's inn.
 SETTLE, JOHN, Stockton on Tees, Coroner April 18 at 11 Off Rec, 8, Albert rd, Middlesborough.
 SMITH, CRICHTON, late of Liverpool, Fruit Merchant April 26 at 2 Off Rec, 35, Victoria st, Liverpool.
 SOWER, BENJAMIN, Wolstanton, Staffs, Coal Merchant April 17 at 3.30 North Stafford Hotel, Stoke upon Trent.
 SWANBRICK, THOMAS, Chorlton upon Medlock, Manchester, late Tripe Dresser April 16 at 11.30 Off Rec, Ogden's chambers, Bridge st, Manchester.
 TUMPOWSKY, JUDAH ISAAC, Cardiff, Jeweller April 18 at 3 Off Rec, 29, Queen st, Cardiff.
 WILKS, JOHN, Swansea, Butcher April 17 at 12 Off Rec, 6, Rutland st, Swansea.

ADJUDICATIONS.

BIRKBECK, JOHN, Queensbury, nr Halifax, Farmer Halifax Pet April 2 Ord April 6.
 CHAMBERLAIN, CHARLES, Arundel, Sussex, Builder Brighton Pet March 11 Ord April 4.
 DAVIES, GRIFFITH, Llandissill, Pemb, Butcher Pembroke Dock Pet March 24 Ord April 6.
 DUNHILL, RICHARD, and GEORGE DUNHILL, Burmanstofts, Leeds, Cabinet Makers Leeds Pet March 16 Ord April 4.
 FOSTER, KATE, Store st, Tottenham ct rd, Licensed Victualler High Court Pet April 4 Ord April 4.
 HANDLEY, EDWARD THOMAS, Rinton, Upper Gornal, Sedgely, Staffs, Sanitary Inspector Dudley Pet March 25 Ord April 5.
 HODGSON, JOSEPH, Brighouse, Yorks, Tailor Halifax Pet April 2 Ord April 3.

HOLLEY, GEORGE, Yeovil, Somerset, Cabinet Maker
Yeovil Pet March 28 Ord April 5
JOHNSON, OLIVER, WILLIAM, Ipswich, Commission
Agent Ipswich Pet March 23 Ord April 4
JONES, JAMES, Barrow in Furness, Labourer Barrow
in Furness Pet April 3 Ord April 3
KING, WILLIAM, Wortley, Leeds, Cloth Maker
Leeds Pet April 5 Ord April 5
LANDON, WILLIAM HENRY, Old Kent rd, Dealer in
Coals High Court Pet March 28 Ord April 4
LEE, ALBERT EDWIN, West Cowes, I.W., Bootmaker
Newport and Ryde Pet April 4 Ord April 2
MARTINDALE, JOHN, Bowness, Westmorland, Builder
Kendal Pet April 4 Ord April 5
MCKEAND, JAMES, Blackburn, Travelling Draper
Blackburn Pet March 19 Ord April 4
MOORE, JOHN, Liverpool, Car Proprietor Liverpool
Pet April 5 Ord April 5
MORRIS, ISAAC, Denbigh, Bootmaker Bangor Pet
April 4 Ord April 5
NEWTON, BENJAMIN, Southsea, Grocer Portsmouth
Pet Jan 15 Ord Feb 2
ORCHARD, RICHARD, Porthleven, Cornwall, Fish-
man Truro Pet April 3 Ord April 4
PARKER, TITUS HENRY, Newport, Mon, Solicitor
Newport, Mon Pet March 31 Ord April 6
PARMITER, JOHN, Ewyas Harold, Hereford, Butcher
Hereford Pet April 5 Ord April 5
PICKARD, WILLIAM, Armley, nr Leeds, formerly
Butcher Leeds Pet April 4 Ord April 4
PIER, FRANCIS DRACON, Wimborne Minster, Dorset,
Ironmonger Poole Pet March 25 Ord April 6
RANDALL, WILLIAM, Stoke, St Gregory, Somerset,
Builder Yeovil Pet March 25 Ord April 6
RAWCLIFFE, JOSEPH, Barrow in Furness, Commercial
Traveller Barrow in Furness Pet April 5 Ord
April 5
REYNOLDS, JOHN, Beaufort, Brecknockshire,
Licensed Victualler Tredegar Pet April 4 Ord
April 4
ROBERTS, JOSEPH, Denbigh, Tailor Bangor Pet
March 30 Ord April 4
ROGERS, JAMES, Upper Hale, Farnham, Grocer

Guildford and Godalming Pet April 1 Ord
April 2
SELLERS, THOMAS DAVIES, Stockport, Hat Manu-
facturer Stockport Pet March 12 Ord April 5
SOWER, BENJAMIN, Wolsanton, Staffs, Coal Mer-
chant Hanley, Burslem, and Tunstall Pet April
6 Ord April 1
STAINTHORPE, CHARLES, Hutton Rudby, nr Yarm,
Yorks, Butcher Stockton on Tees and Middles-
borough Pet March 9 Ord April 3
SWARBRICK, THOMAS, Chorlton upon Medlock, Man-
chester, late Tripe Dresser Manchester Pet
April 4 Ord April 4
THOMAS, WILLIAM, Troedrhwiwuch, Gellygaer,
Glam, Grocer Merthyr Tydfil Pet April 3 Ord
April 4
TOWLE, HENRY NEVILLE, and MARK GILBERT, Not-
tingham, Solicitors Nottingham Pet March 15
Ord April 4
WEAVER, FRANCIS JOHN, Weston super Mare,
Somerset, Tea Dealer Bridgwater Pet April 4
Ord April 5
WHITELY, THOMAS, and SAMUEL WHITELY, Brig-
house, Yorks, Cotton Doublers Halifax Pet
April 6 Ord April 6
WILKS, JOHN, Swansea, Butcher Swansea Pet
April 1 Ord April 3
YEWDALE, JOHN, Bridport, Dorset, Gent Dorchester
Pet April 6 Ord April 6
ADJUDICATION ANNULLED.
BARDGETT, JAMES, Blackpool, Lancashire, out of
business Preston Adj Jan 30 Annul April 2
RECEIVING ORDER RESCINDED AND AD-
JUDICATION ANNULLED.
ALSTON, DUDLEY, Cornhill, Clerk Rec Ord Dec 17,
1888 Adj Dec 19, 1888 Resc and Annul April 4

SALES OF ENSUING WEEK.

April 16.—Messrs. FOSTER, at the Mart, E.C., at 1 for
2 o'clock, Leasehold Investment (see advertisement,
this week, p. 4).

MORTGAGES.—£1,000 wanted on Lease-
hold Weekly Property; Solicitor can have the
Leases to prepare.—GRAHAM, 5, Air-street, Picca-
dilly.

INVESTMENT FOR TRUSTEES.—Valuable
Freehold Properties, close to the City of
London, let on two leases at £2,372 per annum. The
lessees have for many years paid their rents as
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investment for trustees. Price £45,600, paying 6
per cent.—Principals or their Solicitors can obtain
further particulars of GREEN & SON, 28 and 29, St.
Swithin's-lane.

AN EXPERIENCED LAWYER, a Man
of Business and a Cambridge Graduate in Arts
and Law, desires to Purchase a good Law Partner-
ship.—Address, O. T., "Solicitors' Journal," 27,
Chancery-lane, E.C.

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Mr. GEORGE J. FULLER, 85
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TO INVESTORS.
LAW OF DISTRESS AMENDMENT ACT, 188
EDWARD JAMES GAIRDNER, Land
Agent, Surveyor, and Auctioneer, is authorized
by certificate to levy distrains.—Offices, 27, South-
ampton-buildings, Chancery-lane, W.C., and 139,
Tottenham-court-road, W.

"THE LEGAL CORRESPONDENT"
(Part I). By FRED. WOOD, Middle
Temple, Barrister-at-Law (late Solicitor), Author of
"Solicitors' Reports on Administrations and Execu-
torships," &c. Price 5s., post-free.
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ESTABLISHED 1889.

94, CHANCERY LANE, LONDON.

April 17.—Messrs. EDWIN FOX & BOUSFIELD, at the
Mart, E.C., at 2 o'clock, Freehold Ground Rents
and Estate, and Stocks and Shares (see advertise-
ment, March 23, p. 341).

All letters intended for publication in the
"Solicitors' Journal" must be authenticated
by the name of the writer.

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The Subscription to the SOLICITORS' JOURNAL is
—Town, 26s.; Country, 28s.; with the
WEEKLY REPORTER, 52s. Payment in advance
includes Double Numbers and Postage. Sub-
scribers can have their Volumes bound at the
office—cloth, 2s. 6d., half law calf, 5s. 6d.

STIMSON'S LIST OF PROPERTIES for
SALE for the present month contains 2,000 invest-
ments and can be had free. Particulars inserted without
charge. It is the recognized medium for selling or pur-
chasing property by private contract.—Mr. STIMSON,
Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

SALES BY AUCTION FOR THE YEAR 1889.
MESSRS. DEBENHAM, TEWSON,
FARMER, & BRIDGEWATER beg to announce
that their SALES OF LANDED ESTATES, Investments,
Town, Suburban, and Country Houses, Business Premises,
Building Land, Ground-rents, Advowsons, Reversions,
Stocks, Shares, and other Properties, will be held at the
Auction Mart, Tokenhouse-yard, near the Bank of Eng-
land, in the City of London, as follows:—

Tues, April 16	Tues, June 18	Tues, Aug 13
Tues, April 30	Tues, June 25	Tues, Aug 20
Tues, May 7	Tues, July 2	Tues, Aug 27
Tues, May 14	Tues, July 9	Tues, Oct 8
Tues, May 21	Tues, July 16	Tues, Oct 22
Tues, May 28	Tues, July 23	Tues, Nov 5
Tues, June 4	Tues, July 30	Tues, Nov 19
	Tues, Aug 6	Tues, Dec 3

Auctions can also be held on other days. In order to
insure proper publicity, due notice should be given.
The period between such notice and the proposed auc-
tion must considerably depend upon the nature of the
property to be sold. A printed scale of terms can be
had at 80, Cheapside, or will be forwarded. Telephone
No. 1,503.

FLOUGH COURT, FETTER LANE, E.C.
Long Leasehold Investments, now producing a
gross rental of £285 per annum.—By Order of
Executors.

MESSRS. FOSTER respectfully announce
for SALE by AUCTION in Two Lots, at the
MART, Tokenhouse-yard, Lothbury, on TUESDAY,
APRIL 16, at ONE for TWO o'clock precisely, the very
desirable LEASEHOLD PROPERTY, Nos. 1, 2, and
3, Plough-court, Fetter-lane, held (by separate
leases) for a term of which 79 years will be unexpired
at Christmas next, at ground-rents amounting to
£150 per annum; the property (with a frontage of
about 115ft.) consisting of three substantially built
warehouses, each of five floors, is let on repairing
leases at rents amounting to £445, increasing at Lady
Day, 1891, to £505 per annum; this property, situated
in the heart of the publishing trades, is likely to
command at all times eligible tenants at increasing
rents.

Particulars and conditions of sale may shortly be
had at the Mart, Tokenhouse-yard, Lothbury; of
Messrs. Philpott & Callaway, Solicitors, Cranbrook,
Kent; and of Messrs. Foster, 51, Pall-mall.

SOLICITORS.—A fine Suite of Offices
(three or five rooms) to be Let, at New Stone-
buildings, Chancery-lane, close to the Law Courts
and the Chancery-lane Safe Deposit; lighted by
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use of elegant arbitration rooms in same building at
reduced terms.—Apply at the Collector's Office, in
the Hall of 63 and 64, Chancery-lane, W.C.

OFFICES and CHAMBERS.—Lofty
and Well-lighted Offices and Chambers to be
Let at Lonsdale Chambers, No. 27, Chancery-lane
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furnished Rooms for Meetings, Arbitrations, &c.—
Apply to Messrs. C. A. HARRISON & CO., Chartered
Accountants, on the premises.

MR. G. F. HUGGINS, 89, Chancery-lane,
W.C., Solicitor (First in First Class Honours,
Easter, 1880, and Winner of the Clement's-inn Prize,
and of the Birmingham Law Society's Gold Medal
for 1880), continues to read with Students in Class
and through the Post for Solicitors' FINAL and INTER-
MEDIATE Examinations.—Further particulars on
application, personally or by letter, or see full advertise-
ment in "Law Students' Journal."
RESULTS.—In June 33 out of 36 passed and 7 obtained
Honours. The First Prize man in January with 6 others
in the Honours List were pupils, and 19 out of 19 passed.
All Prizes have been taken by my pupils. 139 out of 154
Final pupils passed last year.

**MR. J. CARTER HARRISON (First-
class Honours, Trinity, 1880), Author of**
"A Guide to the Intermediate," and various other
Students' Works, continues to prepare Pupils for the
SOLICITORS' and BAR EXAMINATIONS.
Classes meet for the four, three, and two months
before each Final and Intermediate Examination,
and a Special Class for Revision is also formed before
each Examination. Pupils are also prepared privately
and through the post.
In November last all Intermediate pupils passed,
and of the last 117 sent up 109 have passed, and many
have obtained Honours since 1880.
Full particulars as to Classes, Fees, &c., on applica-
tion to 88, Chancery-lane, London, W.C.

**MR. B. M. STEPHENSON, LL.B. (Law
Scholar, Prizeman, &c., Editor Jurist, &c.),**
continues to PREPARE for LAW EXAMS. Jan.
Results.—Solicitors' Honours, 1st (Clement's-inn)
and 3rd (New-inn) Prizemen—i.e., nearly 1st
Class and 2nd in 2nd Class (all sent in). Int. LL.B.—
Half 1st and 2nd Class Honours and 1st (Exhibi-
tion) and 3rd in First Class. At 3 Honours
Exams.—5 out of 8 1st and 2 1st Prizemen, 200
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LAW TUTOR.—A Barrister (Wrangler,
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Legal Examinations; each pupil taken separately;
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LAW.—Conveyancing Managing Clerk
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perience, desires re-engagement in Town; shortly
disengaged, through reconstitution of legal depart-
ment of important public body; salary, £300.—Ad-
dress, A. B., "Solicitors' Journal" Office, Chancery-
lane.

LAW.—Wanted, a Gentleman of Legal
Attainments and Practical Knowledge and
Experience capable of undertaking the duties of
Deputy-Clerk of the Peace in a large county, to
prepare indictments, &c., &c.—Address, stating age,
qualifications, and salary expected, X. Z., care of
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S.W.

LAW.—Articled Clerkship.—Vacancy in
old Lincoln's-inn Office; reasonable premium.
—Apply, LEX, care of Warner, 11, Bell-yard, Temple
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Interest	11,000
Accumulated Funds	£3,421,000

LAW SOCIETY CLUB.

Notice is Hereby Given, that the ANNUAL GENERAL
MEETING of the LAW SOCIETY CLUB will be held in
the LECTURE HALL, Law Institution, Chancery-lane,
on TUESDAY, APRIL 30, at Two o'clock.

By order of the Committee,

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